

 St. Lucie PUBLIC SCHOOLS <i>Each Child, Every Day</i>	St. Lucie Public Schools Purchasing Department 9461 Brandywine Lane Port St Lucie, FL 34986 Voice – (772) 429-3980	Invitation to Bid (ITB) REQUIRED RESPONSE FORM Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive	
Page 1 of 46 Pages	Bids will be opened October 10, 2024, 3:00 pm and may not be withdrawn within 90 days after such date and time.	BID NO. 25-06	
MAILING DATE: September 11, 2024	BID TITLE: Ice Cream and Frozen Specialty Items		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:			
VENDOR NAME		POSTING OF BID TABULATIONS Bid tabulations with recommended awards will be posted for review by interested parties at the location where Bids were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c) and School District Policies	
VENDOR MAILING ADDRESS			
CITY-STATE-ZIP			
AREA CODE:	TELEPHONE NUMBER:		
	TOLL-FREE NUMBER:		
	FAX NUMBER:		
	INTERNET EMAIL ADDRESS:		
<i>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 commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the bidders and that the bidders is in compliance with all requirements of the Request for Bid, including but not limited to, certification requirements. In submitting a Bid, the bidders offers and agrees that if the Bid is accepted, the bidders will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the bidders.</i>		Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive. _____ AUTHORIZED SIGNATURE _____ TYPED NAME OF PERSON SIGNING	
<u>Public Domain</u> I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.			
<u>Bid Certification</u> <i>I hereby certify that I am submitting the following information as my company's Bid and understand that by virtue of executing and returning with this Bid this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents inclusive of this Invitation to Bid, and all appendices and the contents of any Addendum released hereto. INVITATION TO BID</i> This BID, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this Bid and by reference are made a part thereof. PURPOSE: It is the purpose and intent of this BID to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District. SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids become public record and are available for public review in accordance with Section 119.071, Florida Statutes. All bids shall be submitted via the Bonfire portal (instructions provided in following sections). It is the sole responsibility of the bidder to ensure their proposal is uploaded on or before the closing date and hour as shown above. BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of Bids for acceptance of its Bid by the Board. AWARDS: In the best interest of the District, the School Board reserves the right to reject any and all Bids and to waive any irregularity or minor technicalities in Bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the Bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.			

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: This executed BID page and Bid Summary page(s) must be returned with the BID in order for the Bid to be considered for award. All Bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this BID shall be reason for termination of contract.

1. **EXECUTION OF BID:** BID must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign BID shall invalidate same, and it shall not be considered for award. All Bids must be completed in ink or typewritten. Corrections must be initialed by the person signing the Bid. Any corrections not initialed will not be tabulated. The original Bid conditions and specifications cannot be changed or altered in any way. Altered Bids may not be considered. Clarification of Bids submitted shall be in letter form, signed by the bidders and attached to the Bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015082026C-5 and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
 - D. **USE OF OTHER CONTRACTS:** The District reserves 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 cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(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 District 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.
 - E. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this Bid shall be new (current production model at the time of the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - F. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the Bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of Bid submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her Bid. Each individual sample must be labeled with bidder's name, Bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the Bid.

12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.

13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this Bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

15. **NON-DISCRIMINATION.** No person shall, on the basis of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by either party, except as provided by law.

16. **ADVERTISING:** In submitting a Bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.

17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their Bid the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

20. **SIGNED BID CONSIDERED AN OFFER:** This signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.

21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of Bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their Bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will not be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will not be returned to the successful bidder.

24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.

26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including all provisions listed in Appendix II to Part 200 of the CFR, and without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland Anti-Kickback, Davis Bacon Act and any applicable environmental regulations USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.

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

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1. INTRODUCTION

1.1. PURPOSE

Sealed bids for ice cream and frozen specialty items will be received from eligible bidders for the School District of St Lucie County. The purpose and intent of this invitation to bid is to secure firm prices for purchase and delivery of ice cream and frozen specialty items for district schools on an as needed basis. Bidders may bid on one, some or all products and may propose alternate and new product offerings.

All bidders shall disclose with their bid the name of any Officer, Director, or Agent who is an employee of St. Lucie Public Schools County, Florida.

1.2. Minimum Qualifications

1. Bidder shall hold a current State of Florida Business License and shall submit a copy of the current license with the response.
2. Bidder must be currently engaged in commercial food distribution;
3. Bidder must have or have access to a fleet of mechanically refrigerated trucks or truck compartments capable of holding temperatures at a minimum of 10°F while in transit. Bidder must provide an accurate listing of all refrigerated vehicles including make, model, year, and VIN to demonstrate the ability to perform the requested service.
4. Bidder must have or have access to refrigerated warehouse facilities capable of holding temperatures at -10 ° to 20 °F;
5. All ice cream and frozen specialty items must be received at an acceptable temperature range between -10 ° to 20 °F or products will be refused at delivery.

2. INSTRUCTIONS TO BIDDERS

2.1. Authorized SLPS Representative/Public Notices/SLPS Discretion

Bidder's response to this ITB and any inquiries by Bidder during this ITB process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "ITB Schedule" for the submittal of written inquiries prior the bid opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to Bonfire at <https://stlucieschools.bonfirehub.com/portal/?tab=openOpportunities> and on the SLPS Purchasing website.

Kim Albritton
St. Lucie Public Schools
Purchasing Department
9461 Brandywine Lane
Port St Lucie, FL 34986
Ph: 772-429-3980
Kimberly.Albritton@stlucieschools.org

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the Board**

shall be final.

2.2. Proposed ITB Schedule

Listed below are the dates and time by which stated actions must be taken or completed. SLPS may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Date/Time	Action
September 11, 2024	ITB release date
September 24, 2024, 3:00 PM	Cut-off for request for clarifications and technical questions
October 10, 2024, 3:00 PM	Bids Due

2.3. Bidder Inquires

- A. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this ITB. The Bidder shall examine this ITB to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this ITB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder may request, in writing, that SLPS clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder. Requests for clarification and technical questions to this ITB must be received by SLPS no later than the date shown in Section 2.2, entitled "Proposed ITB Schedule", for the submittal of written inquires. The Bidders' failure to request clarification and submit questions by the date described above shall be considered to constitute the Bidders' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this ITB, if any, which shall be sent to all Bidders as specified in Section 2.1.
- B. Any inquiries from the Bidder concerning this ITB shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Bidder who is submitting the inquiry.
- C. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and Board action on a recommendation from the purchasing department, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

2.4. Pre-Bid Conference

None.

2.5. Bid Due Date

Bids must be submitted electronically thru Bonfire. The St Lucie Public Schools bid portal is located at the following address: <https://stlucieschools.bonfirehub.com/opportunities>.

Bids will be accepted up to, and no Bids may be withdrawn after, the deadline for Bid submission time and date shown above.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time listed in Section 2.2. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission. The District will not accept late submission due to technological difficulties.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. St. Lucie School District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

2.6. Bid Opening Date

Bids will be opened in Business Services conference room located at 9461 Brandywine Lane, Port St Lucie, FL 34986, on the date and at the time shown in Section 2.2, "Proposed ITB Schedule". **Bids will be opened for the sole purpose of recording the names only of the bidders submitting written bids.**

2.7. Required Submittal Forms

Any document listed below that is not submitted with proposal will be cause for non-acceptance of the respective proposal and the proposal will be considered nonresponsive, subject to the Board's right to waive any minor irregularities in any proposal and seek clarification of information submitted.

- a. Required Response Form - signed
- b. Pricing Schedule

Exceptions to any of St. Lucie County's terms and conditions may be cause for non-acceptance of your bid.

2.8. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties in the St. Lucie Public Schools Purchasing Department and with Bonfire (<https://stlucieschools.bonfirehub.com>)

If the Bidder desires to protest the recommended selection(s), if any, the Bidder must file with the Purchasing Department:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition 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.

(Note: Florida Statutes 120.57(3) and School Board Policy 6320.01 contain entire procedure for filing).

2.9. Bid Validity Period

Any submitted bids, shall in its entirety, remain a valid bid for ninety (90) days after the bid submission date. Any bid on which the Bidder shortens the time for acceptance may be rejected.

2.10. Disposition of Bids

All Bids become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any Bids received in response to this ITB. Any parts of the Bid or any other material(s) submitted to SLPS with the Bid that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. SLPS’s selection or rejection of a Bid will not affect this exemption.

2.11. Economy of Presentation

SLPS is not liable for any costs incurred by a Bidder in responding to this ITB.

2.12. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this ITB shall be considered as duly authorized expression on behalf of SLPS.

2.13. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a Bid in response to this ITB, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITB, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Bidder shall contact the Florida Secretary of State’s Office at (850) 245-6500.

2.14. Procurement Rules

The Bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for SLPS’s rejection of the proposal.

2.15. Force Majeure

Under the resulting contract, if any, neither Purchaser nor Contractor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of

governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

2.16. Compliance with Laws

The successful Bidder shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of the Work, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety.

2.17. Assignment and Amendment of Contract

Neither the contract resulting from this ITB, if any, nor any duties or obligations under such contract shall be assignable by the Bidder without the prior written consent of SLPS. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and SLPS with the same degree of formality evidenced in the contract resulting from this ITB.

2.18. Governing Law and Jurisdiction

Any contract resulting from this ITB shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

2.19. Severability

In the event any provision, or any part or portion of any provision of a resulting contract from this ITB shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

2.20. Non-Waiver of Rights

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

2.21. Release, Indemnification, and Hold Harmless Agreement

The successful Bidder(s) shall, in addition to any other obligation to indemnify St. Lucie Public Schools and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by St. Lucie Public Schools to enforce this agreement shall be borne by the contractor/bidder.

The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive School Board of St. Lucie County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

2.22. Ethical Business Practices

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or Bid therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

The Board reserves the right to deny award or immediately suspend any contract resulting from this request for Bid pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

2.23. Davis-Bacon Act (34 CFR 80.36(i)(4))

When applicable, all vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).

2.24. Compliance with the Copeland "Anti-Kickback" Act

When applicable, the contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

3. **AWARD**

SCHOOL BOARD intends to accept the "lowest, responsive, responsible" bid submitted to it. The term "lowest" shall be interpreted to mean the lowest Total Net Bid Price of bid, including possible renewal years. In determining which is the "responsive and responsible" bid received, the SCHOOL BOARD shall also consider which bid conforms in all material respects to the solicitation, including, but not limited to, compliance with requirements contained within the solicitation and which bid has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

SCHOOL BOARD reserves the right to:

- a. Reject any and all bids received by it.
- b. Waive minor informalities in any bid.
- c. Award item by item
- d. Award by group
- e. Accept any bid or part thereof, which in its judgment, will be for the best interest of the School Board of St. Lucie County, Florida.

The School Board reserves the right to make multiple awards in the best interest of the School Board. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a project cannot fulfill their commitment.

4. **CONTRACT PERIOD**

The initial contract period will be a one (1) year term with the option to renew the contract for three (3) additional one-year periods. The contract may be renewed, by mutual written agreement.

5. **PAYMENT TERMS/INVOICING**

The payment terms are Net 45 Days from receipt and acceptance of goods or services and invoice from Bidder. 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. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is specified in s. [218.73](#). **No payments are authorized in advance of receipt of service, nor for services not covered under this agreement or for services not acceptable to the School District of St. Lucie County.**

TERMS AND CONDITIONS

6. **DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID**

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. Including: (Responsive)
 1. Total Cost.
 2. Delivery.
 3. All technical specifications associated with this bid.
- B. The greatest benefits to the School District as it pertains to: (Responsible)
 1. Past Performance. In order to evaluate past performance, all bidders are required to submit:
 - a. A list of references with the bid and;
 - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
 2. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the School District when considering all evaluation factors.

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

The successful Bidder(s) shall, in addition to any other obligation to indemnify St. Lucie Public Schools and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by St. Lucie Public Schools to enforce this agreement shall be borne by the contractor/bidder.

8. ACCESS AND AUDITS

The successful Bidder shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the successful Bidder's responsibility to ensure that all required records are provided to the School District at the successful Bidder's expense.

9. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the Contractor agree that this ITB sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such Bidder, or anyone in the Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may to amend the contract with mutual agreement.

11. CANCELLATION OF AWARD/TERMINATION

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
 - a. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
 - b. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
 - c. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
 - d. The vendor violates any federal, state or local laws.
 - e. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School

District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders/Proposers list for a period of three years.

12. DEFAULT

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

13. MINOR BID EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

14. NON - EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

15. LEGAL REQUIREMENTS

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices; rates of pay or other compensation methods; and training selection.

16. CONFLICT OF INTEREST

All Bidders must disclose the name of any officer, director, or agent who is also an employee of the District. All Bidders must disclose the name of any District employee who owns, directly or indirectly, any interest in the Bidders' business or any of its branches.

17. PUBLIC RECORDS LAW

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (772) 429-5546, 9461 BRANDYWINE, PORT ST LUCIE, FL 34986.

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

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board 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 the Contractor does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, 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 contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- 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 the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST LUCIE PUBLIC SCHOOLS, 772-429-5546, 9461 BRANDYWINE, PORT ST LUCIE, FL 34986.

18. PERMITS AND LICENSES

The Bidder(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

19. INTELLECTUAL PROPERTY RIGHTS

The Bidder(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the Bidder(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the Bid prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

20. SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor(s) and the District.

The Bidder(s) will be fully responsible to the District for the acts and omissions of the Sub-Bidder(s) and their employees.

After award of contract, any changes in subcontractors shall require prior School District written approval.

21. INDULGENCE

Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this proposal.

22. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Bidder(s) certifies by submission of this ITB, 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.

23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without prior written consent of the School District.

The Bidder herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

24. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

25. JESSICA LUNSFORD

As a condition of the award, the successful Contractor shall, at its expense, ensure that all of the Contractor's employees and the employees of Contractor's subcontractors who will be permitted access on School grounds when students are present meet the background screening requirements of **Section 1012.465 Florida Statute**, (Jessica Lunsford Act). Contractor's failure to comply with this requirement will constitute a material breach of the contract.

Information regarding compliance procedure is available by calling the School Board of St. Lucie County's District Office at (772) 429-7504, (772) 429-7502, or (772) 429-7516.

26. DISCLAIMER

This Invitation to Bid (ITB) is not an offer of purchase. It is a request for product/service information and costs to assist the School District to make an acquisition decision and enter into a contract with the successful Bidder for the commodities/services outlined in the Scope of Work and the Bid documents. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to

the successful proposing firm.

27. COLLUSION

The School Board of St. Lucie County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. **Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.**

28. DELIVERY

Prices bid shall be inclusive of all costs including shipping/handling and delivery. Vendor shall make weekly deliveries, F. O. B. destination, inside delivered and are to be placed in designated areas as specified by building supervisors and/or designees to the locations specified in.

Upon delivery drivers, shall request the authorized school receiver at each location, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery (invoice) ticket shall be receipted (signed) by a designated school receiver. Vendor shall never leave, nor pick up, products without a delivery ticket signed by an authorized person at the school. Delivery tickets must be legible with the unit price listed and extensions accurately computed, before sending to the District for payment.

Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the delivery and school receiver. Items delivered in damaged or unsafe condition, or substitute items not previously approved shall be refused. Refused items shall be promptly removed and/or replaced by this vendor at no additional cost to the District.

The District(s) reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

St Lucie County Schools - Deliveries MUST be made between 7:00 A.M. and 2:00 P.M. No deliveries to schools will be accepted prior to 7:00 A.M. or after 2:00 P.M. without prior approval from Child Nutrition Depart of St Lucie County designee.

29. QUANTITY

Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the St. Lucie Public Schools. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

30. TIME IS OF THE ESSENCE

The Contractor acknowledges that time is of the essence to complete the work as specified within this bid. The contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified and bid.

If the Contractor neglects, fails, or refuses to complete the work within the time specified and bid, as properly extended by the School Board, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School Board the sum of **\$75.00** for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty, but, as liquidated damages for breach of Contract, as set forth herein.

- 31. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this Contract, the School District will consider a price adjustment requested in writing by the Contractor.

Upon receipt of a Contractor's written request for a price adjustment, the School District will consider pricing adjustment based on the following conditions:

- A. There is a verifiable price increase of the goods or services to the supplier.
- B. The price increase is reasonable and supported by third-party documentation such as manufacturers' or distributors' price changes or changes in industry related indices.
- C. The Contractor shall submit the above information to the Director of Financial Operations thirty (30) calendar days prior to the effective date of the price increase. Approval of a pricing increase is at the sole discretion of the School District.

The Director of Financial Operations will review the information to determine if it is in the best interest of the School District to adjust the pricing on the in conjunction with the contractor's effective date of price increase. The School District reserves the right to deny any requests for price increases.

32. NON-APPROPRIATIONS CLAUSE

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board, and, with thirty days prior written notification to the Contracting Party, the School Board may elect to not renew the Agreement for the upcoming fiscal year. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

33. PIGGY-BACK, COOPERATIVE PRICING

In accordance with State Board of Education Rule 6A-1.012 please be so notified that the any and all other Florida school districts, governmental agencies, municipalities and St. Lucie County entities are hereby authorized to procure from this bid, at their own discretion. Further, it is understood that each school district/board or agency will issue its own purchase order to the awarded bidder(s).

The quantities listed herein are only anticipated estimated usages from the St. Lucie Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The St. Lucie Public Schools Purchasing Department is at all times custodian of this bid.

By signing and submitting a bid to this ITB, your firm acknowledges that it is in full agreement.

34. TIE BIDS

When identical low bids are received from an out-of-District vendor and a local vendor, the local vendor shall be recommended for award. The term "local vendor" means a vendor who has an established business presence in the District indicated by the following:

- A. Has a physical business location within the District for at least six (6) months immediately prior to issuance of the competitive solicitation.
- B. Provides customer access at the business location.
- C. Holds any required business license through a jurisdiction in the District.
- D. Employs one (1) full-time or two (2) part-time employees in the District, or if the business has no employees, is at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the District.

When two (2) or more local vendors present tie low bids on the same items, the company receiving the larger dollar award of the total bid shall be recommended for tie items.

In the event two (2) or more local vendors present exact tie low bids and the dollar award is not a criterion, the successful bidder shall be selected by applying the following criteria in order:

- A. drug-free workplace program in accordance with Florida law
- B. minority business enterprise (MBE) certified by the State of Florida Office of Supplier Diversity
- C. veteran business enterprise, certified by the State of Florida Department of Management Services
- D. by lot or other method the Board may select

When two (2) out-of-District vendors submit identical low bids, the criteria noted above shall be used to determine the successful bidder.

35. ADDITIONAL SERVICES

Additional services shall include services that are not requested in this Invitation to Bid, but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services are not a factor for award.

36. SECTION 287.084(1)(A). FLORIDA STATUTES

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney 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 place of business are in that state in the letting of any or all public contracts

37. CHECK UNIT PRICES

Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price bid will be used in determining the correct bid price.

38. SECTION 448.095, FLA. STATUTE

(a) Pursuant to Section 448.095(2), every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) Contractors shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp/>, to verify the employment eligibility of all employees hired during the term of this Agreement.

(c) The Contractor must furnish to the School District evidence of compliance with Section 448.095, F.S., by providing notice of the Contractor's E-Verify number, along with an affidavit stating the Contractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

(d) Subcontractors.

1. The Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

2. Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

3. The Contractor shall provide a copy of its subcontractor's affidavit to the School District upon receipt and shall maintain a copy for the duration of the Agreement.

(e) Failure by the Contractor, or the Contractor's subcontractor, to comply with the provisions of this section during the term of this Agreement is a material breach of the Agreement and the School District shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School District securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Contractor may not be awarded a contract with the School District for at least one year after the date this Agreement is terminated.

39. ADDITIONAL FEDERAL REQUIREMENTS

While not provided as separate certifications in this proposal, by signing this proposal, the signatory attests to the applicable certification provisions listed below:

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311-1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Right to Inventions Made Under a Contract or Agreement (37 CFR 401.2(a).
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part200(b)].

Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

40. OTHER PROVISIONS

All American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 F.S. (as applicable to this contract).

The purchase of fresh or frozen beef or pork must be inspected and passed by either the U.S. Dept. of the Agriculture or by another USDA approved by state's inspection program will be accepted. The supplier or vendor shall certify on the invoice that the fresh or frozen beef or pork or imported beef or pork supplied is either domestic or complies with this subsection.

41. BUY AMERICAN PROVISION

The awarded producer must comply with the Buy American provision of the William F. Goodling Child Nutrition Reauthorization Act of 1998, section 104(d) and provide certification of product compliance (ATTACHMENTS, BUY AMERICAN CERTIFICATION).

The provision requires participants in any federal child nutrition program to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an agricultural commodity produced in the United States or a food product that is processed in the United States substantially using agricultural 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.

42. ORGANIC PRODUCTS

In the event that the School District should request an organic product, the awarded vendor will provide verification of basic USDA organic standards.

43. SAMPLE PRODUCT

At the District's discretion, to determine product quality, integrity and taste, a case of sample product, if available, may be requested at no cost to the District. Product must be furnished within three (3) business days upon request.

44. SAFETY AND QUALITY ASSURANCE

Vendors shall have a system in place for safety and sanitation inspections, assuring the delivery of product is free from contamination and product degradation. This information is required on the Qualifications Document attachment. If applicable, vendors shall identify their coding procedure which clearly indicates packing dates and lot numbers. Items delivered to the Distribution Service location will be rejected if packing dates are outside the acceptable shelf life. Furthermore, the School District and/or Distributor (selected by the District) reserve the right to identify and reject on delivery certain unstable items which have shorter life spans.

45. SUBSTITUTIONS/ADDITIONS

For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Vendor must provide complete nutritional information of substitute or additional products.

46. SITE INSPECTION

The School District reserves the right to inspect the facilities and procedures involved in the harvesting and processing of the products.

47. U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION)

A copy of Form AD – 1048 (1/92) (Attachment J) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be completed and submitted with the bid in order for the submitted bid to be considered. Every time a bid is submitted, a new form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. BOTH the USDA Certification AND the Bidder Acknowledgement documents are required to be filled out when the bid is submitted.

48. PRODUCT RECALL

In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District. At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal.

The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

SCOPE OF WORK

TECHNICAL SPECIFICATIONS

Detailed specifications for the required products are listed below. Bidders may bid on one, some or all products and may propose alternate and new product offerings.

1. **ICE CREAM SPECIFICATIONS:** To be allowable, a competitive food item must:

- a. Meet all of the proposed competitive food nutrient standards; and
- b. Be a grain product that contains 50% or more whole grains by weight and have whole grains as the first ingredient*; or
- c. Have as the first ingredient one of the non-grain main food groups: fruits, vegetables, dairy, or protein foods (meat, beans, poultry, seafood, eggs, nuts, seeds, etc.): or
- d. Be a combination food that contains at least $\frac{1}{4}$ cup fruit and/or vegetable; or
- e. Contain 10% of the Daily Value (DV) of a nutrient of public health concern (i.e., calcium, potassium, vitamin D, or dietary fiber). Effective July 1, 2016 this criterion is obsolete and may not be used to qualify as a competitive food.
- f. *If water is the first ingredient, the second ingredient must be one of items 2, 3 or 4 above.

Acceptable food items must have < 35% calories from total fat as served

Acceptable food items must have < 35% of weight from total sugar as served

Acceptable food items must have < 10% calories from saturated fat as served

Snack items and side dishes sold a la carte: < 200 calories per item as served, including any added accompaniments

Any coloring or flavoring added to the mix shall be from natural sources. The entire mix is to be pasteurized, produced and handled in accordance with the best sanitary practices in accordance with state and local health requirements and within the accepted standards of the milk industry. Ice Cream shall be packed and delivered in clean, sound and sanitary commercial containers. The finished product must be well frozen and otherwise prime condition when delivered.

All Frozen Treats must meet the following nutrient standard requirements:

- Nutrient Standards for Snacks and Sides
- Total fat: $\leq 35\%$ of calories
- Saturated fat: < 10% of calories
- Trans fat: 0 – 0.5 grams
- Sugars: $\leq 35\%$ of weight
- ≤ 200 calories

- ≤230 mg sodium

Plus then meet one of the following three elements:

- Have dairy or fruit as the first ingredient
- Provide documentation showing that there is at least ¼ cup of fruit in the product
- One serving provides ≥10% DV of calcium, potassium, vitamin D, or fiber

REQUIREMENTS

- When available, REDUCED FAT products are preferred for each bid item.
- Availability of REDUCED FAT/ICE MILK items may be a factor in the award of this bid.
- All items bid shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal or State Regulatory Program.

BID SAMPLES: When a product is designated as “OR APPROVED EQUAL” a sample of the alternate product and detailed nutritional information must be received by the District no later than the bid due date and time. The District shall evaluate samples and at the District’s sole discretion, samples may be approved or rejected. The District shall not buy samples and shall assume no cost. If any item cannot be evaluated it may be disqualified and the entire bid may be considered “nonresponsive.”

ADDITIONAL ITEMS BID: A minimum of four (4) samples for each “OR APPROVE EQUAL” and new or additional item bid, along with product specification sheet, and product nutrient analysis information MUST be submitted prior to bid opening. Bidder(s) shall submit samples to the Purchasing Department, 9461 Brandywine Lane, Port St Lucie, FL 34987. Vendors must coordinate delivery with Kim Albritton, Kimberly.Albritton@stlucieschools.org (772-429-3972).

FAILURE TO SUBMIT SAMPLES AND NUTRITIONAL INFORMATION SHALL BE CAUSE FOR REJECTION OF THAT ITEM.

After an award is made: NO SUBSTITUTIONS, ITEMS, BRANDS, GRADE, STYLE, ETC., ARE TO BE MADE BY THE VENDOR WITHOUT THE PRIOR CONSENT OF THE FOOD AND NUTRITION SERVICES DEPARTMENT OF EACH DISTRICT OFFICE.

Any new product must be approved by the Director of Food and Nutrition Services of each District office before it is offered to the schools. No frozen sweetened water ices that do not contain fruit juices are permitted at any time. Any new product must be approved by the Director of Food and Nutrition Services of each District office before it is offered to the schools. No frozen sweetened water ices that do not contain fruit juices are permitted at any time.

EQUIPMENT: Freezer cabinets suitable for the storage of ice cream are to be supplied by Vendor to hold the supply of ice cream products. Freezer cabinets are to be mobile, on casters (dollies are acceptable) and can be furnished with a locking device on request. The freezer cabinets are to be supplied free of charge according to the school’s individual needs. The supplier shall retain ownership/liability of the cabinets and must service all freezer cabinets and replace with new cabinets when necessary at no cost to the District. Spoilage costs due to mechanical failure of the equipment must be absorbed by the Vendor. Freezer cabinets must have electrical capacity of 110 voltages.

GUARANTEE/WARRANTY: All bidders must state guarantee/warranty policy on items purchased under this contract. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of

unacceptability with an acceptable product. Consistent shipment of unacceptable product may result in immediate termination of this contract. Bidders shall submit their guarantee/warranty policy with their bid

DELIVERY REQUIREMENTS: Prices bid shall be inclusive of all costs including shipping/handling and delivery. Vendor shall make weekly deliveries, F. O. B. destination, inside delivered and are to be placed in designated areas as specified by building supervisors and/or designees to the locations specified in.

Upon delivery drivers, shall request the authorized school receiver at each location, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery (invoice) ticket shall be receipted (signed) by a designated school receiver. Vendor shall never leave, nor pick up, products without a delivery ticket signed by an authorized person at the school. Delivery tickets must be legible with the unit price listed and extensions accurately computed, before sending to the District for payment.

Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the delivery and school receiver. Items delivered in damaged or unsafe condition, or substitute items not previously approved shall be refused. Refused items shall be promptly removed and/or replaced by this vendor at no additional cost to the District.

ADDITION OR DELETION OF SITES: The District(s) reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement. The sites are listed following this section.

TIME OF DELIVERY: St Lucie County Schools - Deliveries MUST be made between 7:00 A.M. and 2:00 P.M. No deliveries to schools will be accepted prior to 7:00 A.M. or after 2:00 P.M. without prior approval from Child Nutrition Depart of St Lucie County designee.

DELIVERY ADDRESSES	
ALLAPATTAH FLATS	12051 NW Copper Creek Dr., PSL 34987
BAYSHORE	1661 SW Bayshore Blvd, PSL 34984
C A MOORE	827 N. 29th Street FP 34947
CENTENNIAL	1485 Cashmere Blvd, PSL 34986
DALE CASSENS	1905 S. 11th Street, FP, FI 34950
DAN MCCARTY	1201 Mississippi Ave, FP 34950
F K SWEET	1400 Avenue Q, FP 34950
FAIRLAWN	3203 Rhode Island Ave, FP 34947
FLORESTA	1501 SE Floresta Dr. PSL 34983
FOREST GROVE	3201 S. 25th Street, FP 34981
FORT PIERCE CENTRAL	4101 S. 25th Street, FP 34981
CREATIVE ARTS ACADEMY	1100 Delawar Ave, FP 34950
GARDEN CITY	Ave Q, FP 34950
LAKEWOOD PARK	7800 Indrio Road, FP 34951
LAWNWOOD	1900 S 23rd Street, FP 34950
LINCOLN PARK	1806 Avenue I, FP 34950
MANATEE	1450 SW. Heatherwood Blvd, PSL 34986
MARIPOSA	2620 SE Mariposa Ave, PSL 34952
MORNINGSIDE	2300 SE Gowin Dr., PSL 34952
NORTHPORT	250 NW Floresta Dr. PSL 34983
OAK HAMMOCK	1251 SW California Blvd, PSL, 34953
PALM POINTE	10680 Academic Way, PSL, 34987
PARKWAY	7000 NW Selvitz, Rd, PSL 34983
PERFORMANCE BASED	2909 Delaware Ave, FP 34947
PSL HIGH	SE Lennard Rd, PSL 34952
RIVERS EDGE	5600 NE St. James, PSL 34983
SAM GAINES	2250 S. Jenkins Rd, FP 34947
SAVANNA RIDGE	6801 Lennard Rd, PSL, 34952
SLW K8	1501 SW Cashmere Blvd, PSL 34986
SOUTHERN OAKS	5500 NE St. James, PSL 34983
SOUTHPORT	2420 SE Morningside Blvd, PSL 34952
ST. LUCIE ELEM	2020 S 13th Street, FP 34950
TREASURE COAST	1000 SW Darwin Blvd, PSL 34953
VILLAGE GREEN	1700 SE Lennard Rd, PSL, 34952
WEATHERBEE	800 E Weatherbee Rd, FP 34982
WEST GATE	1050 NW Cashmere Blvd PSL, 34986
WESTWOOD	1801 Panther Lane, FP 34947
WHITE CITY	905 West 2nd Street, FP, 34982
WINDMILL POINT	700 Darwin Blvd, PSL 34953

ATTACHMENT A - DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bid.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract. Interchangeable with the term Vendor, Proposer and Bidder.
4. **EMERGENCY**- When a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops or when unforeseen circumstances arises causing loss or reduction of essential services or items that pose a threat to public health and safety.
5. **PRE-BID or PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal due date, which disseminates to all Bidders or Bidders in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the School District.
6. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
7. **INVITATION TO BID (ITB)** means an offer by a vendor to sell a product or service for a specific price that is based on the specifications or scope of the purchaser.
8. **RESPONSIBLE BIDDER, OFFERER, QUOTER, CONTRACTOR OR RESPONDENT** means an (1) individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance; and (2) Individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with requirements contained within the solicitation
9. **SCHOOL DISTRICT** means the St. Lucie County School District, the School Board of St. Lucie County, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term Contractor, Proposer and Bidder.

ATTACHMENT B - DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/RFP certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 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.

COMPANY NAME

Date _____
VENDOR'S SIGNATURE

ATTACHMENT C - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Effective immediately, any vendor or contractor conducting business with a Florida School District must submit to a Level 2 fingerprint screening. This includes any vendor or contractor that may:

Be at school when students are present;
Have direct contact with students; or
Have access to or control of school funds

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. If you have any questions please contact the Human Resources Department at 772-429.7500 or Fingerprints@stlucieschools.org. Results will be received and reported to the Human Resources Department.

Fingerprinting - Contractors / Vendors

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared before your start date. Results will be received and reported to the Human Resources Department.

Contractors will complete the fingerprinting process by visiting our office Monday – Friday from 8:00 AM to 3:00 PM.

Our office is located at 9461 Brandywine Lane, Port St Lucie, FL 34986.

Payments can be made by Discover, Master Card, or Visa before or at the time of the visit by clicking:

<https://stlucie.revtrak.net/Human-Resources/fingerprinting/#/v/fingerprinting-contractors>

All contractors are required to purchase a Contractor ID badge.

Please dress appropriately for a photo to be taken at the time of your office visit for your ID badge. Payments can be made by Discover, Master Card, or Visa prior to, or at the time of the by clicking: <https://stlucie.revtrak.net/Human-Resources/Photo-Badges/#/v/Contractor-Photo-Badge-19>.

*If you make your payment before coming in for your office visit, please provide your payment order number.

Walk-ins are welcome. All Fees are non-refundable.

In addition, please provide written verification to St Lucie Public Schools that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to St. Lucie Public Schools Attn: Lynn Louderback, Fingerprint Specialist, Human Resources at 9461 Brandywine, Port St Lucie, FL 34986

As you add new employees, please contact the Human Resources office to make appointments for fingerprinting.

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. Vendor is responsible for all costs incurred to comply with this requirement.

Vendor/Company Name

Printed – Authorized Representative's Name

Signature of Authorized Representative

Date

ATTACHMENT D - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$2,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$3,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided, vendor must indicate the reason, by signature, from the following:

1) Vendor is an Independent Contractor.

Signature_____

2) Vendor is an employer in the non-construction industry, who employs less than four part-time or full-time employees.

Signature_____

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or
- C. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School District's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Department, School District of St. Lucie County, Florida, at (772) 429-5520.

Vendor/Company Name – Print

Authorized Signature

Date

ATTACHMENT E - CLIENT REFERENCES

Please submit a list of three (3) references that the Contractor has conducted business with and provided similar services within the past five years so that we may contact them, if needed.

Client Name_____

Address_____

City_____ **State**____ **Zip Code**_____

Telephone_____ **Fax**_____

Client Contact Person_____

E-Mail: _____

Client Name_____

Address_____

City_____ **State**____ **Zip Code**_____

Telephone_____ **Fax**_____

Client Contact Person_____

E-Mail: _____

Client Name_____

Address_____

City_____ **State**____ **Zip Code**_____

Telephone_____ **Fax**_____

Client Contact Person_____

E-Mail: _____

ATTACHMENT F - GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

Vendor Name:

Address

Phone

E-PO Designated Email Address:

Contact Person

ATTACHMENT G - STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the ITB Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department 9461 Brandywine, Port St Lucie, FL 34986.** (Please print or type)

BID/ITB # _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TELEPHONE: _____ EMAIL ADDRESS _____

We, the undersigned, have declined to respond because of the following reasons:

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

SIGNATURE: _____ Date _____

ATTACHMENT H - PRICING SCHEDULE

All pricing will be submitted within Bonfire.

ATTACHMENT I – CONTRACTOR QUESTIONNAIRE

The following questionnaire shall be completed by the Bidder for evaluation purposes for determining adequate qualifications. The School District of St Lucie County shall weigh (a) experience and qualifications of each Bidder and (b) the quality of products and services proposed by each bidder.

1. FIRM NAME: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person for Inquiries: _____

Email Address: _____

Cell: _____

2. EXPERIENCE:

Years in business (must be minimum of one (1) year): _____

Value of product produced last year: \$ _____

Value of product produced two years ago: \$ _____

Describe your refrigerated/temperature-controlled warehouse facility(s) including sq. ft. and varying temperature zones within:

Number of temperature-controlled vehicles available for delivery to Distribution location? _____

I have a USDA Agricultural license; copy is included with bid response. Yes ___ No ___

I have a State of Florida Agricultural license, copy is included with bid response. Yes ___ No ___

I have additional licenses and am including them in the bid response. Yes ___ No ___

Company has computer generated invoice capability? Yes ___ No ___

All products bid are Florida grown? Yes ___ No ___

If you answered No please explain:

The following products are not Florida but USA grown (list State of origin and Manufacturer):

Is your company GAP (Good Agricultural Practices) certified? _____ YES _____ NO

3. SAFETY:

Have you had any OSHA fines within the last three (3) years? _____ YES _____ NO

Have you had jobsite fatalities within the last five (5) years? _____ YES _____ NO

If you have answered YES to either of the above questions, you MUST submit on a separate page the details describing the circumstances surrounding each incident.

TOTAL NUMBER OF STAFF EMPLOYED THE FOLLOWING:

Permanent Staffing

Management _____ Foremen _____ Equipment Operators _____

Field Labor _____ Processing Labor _____ Other _____

Part Time/Seasonal, include approximate number of months employed

Laborers ____/____ Other ____/____ Mo's ____/____

Safety Procedures

Please outline your quality assurance/safety (HACCP) program. Include with your bid, the most recent report, if possible. Include steps taken if there is a problem or sub quality product identified.

ATTACHMENT J – CERTIFICATION REGARDING DEBARMENT U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary 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) and Title(s) of Authorized Representative(s)

ATTACHMENT K - REFERENCE QUESTIONNAIRE

The St. Lucie Public School (SLPS) as a part of the ITB process requires proposing Vendor to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The Bidder is required to send the following reference form to each business reference listed on Attachment E. The business reference, in turn, is requested to submit the Reference Form directly to the SLPS by the date indicated on the form for inclusion in the evaluation process. The form and information provided will become a part of the submitted bid. The business reference may be contacted for validation of the response. It is the Proposer's responsibility to verify their references have been received by SLPS by the date indicated on the reference form.

ATTACHMENT K - REFERENCE QUESTIONNAIRE
ST. LUCIE PUBLIC SCHOOLS
ITB 25-06
ICE CREAM AND FROZEN SPECIALTY ITEMS

FOR: _____
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, via email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **DATE**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the solicitation number and title listed at the top of this page.

Company Providing Reference _____
Contact Name and Title/Position _____
Contact Telephone Number _____
Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

ATTACHMENT L - BUY AMERICAN CERTIFICATION

To the Vendors

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The legislation notes that "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product. Definition of end products is a two-part test to define end product: (1) the product must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components. On behalf of St Lucie County School District we require that suppliers certify the percentage of U.S. content in products supplied to us. If you are unable or unwilling to make such certification, we will not be able to purchase products from you.

Please complete one form per product.

We certify that our _____ (product name)
_____ (manufacturer name)
has at least _____% U.S. content.

**EXAMPLE: We certify that our _CORN_ (product name)
GREEN GIANT (manufacturer name)
has at least _82_% U.S. content.**

Sign _____ Title _____

Name _____ Company _____

Date _____

ATTACHMENT M – SCRUTINIZED COMPANY CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

SIGNATURE and DATE:

NAME AND TITLE:

The scrutinized company list is maintained by the State
Board of Administration and available at <http://www.sbafla.com/>

ATTACHMENT N - PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

To be completed by each Proposer

Name of Proposer: _____

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

If you principal place of business is in the State of Florida, you do not need to proceed any further.

If outside of Florida, identify the political subdivision (County or Municipality) in which Proposer has its principal place of business: _____

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

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Vendor, please select one)

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

☐ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws).

Signature of out of state proposer's attorney: _____

Printed name of out of state proposer's attorney: _____

Telephone number of out of state proposer's attorney: _____

Email of out of state proposer's attorney: _____

Attorney's state(s) of bar admission: _____

**ATTACHMENT O - VENDOR AFFIDAVIT REGARDING
THE USE OF COERCION FOR LABOR AND SERVICES**

To be completed by each Proposer

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of St Lucie County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

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

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

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

ITB SUBMITALL CHECKLIST

The below list is provided to assist proposers to ensure the necessary documents are included within the response. The below does not need to be returned and is simply a guide and consolidation of the information in the bid document.

Included	Item
	Required Response Form
	Attachment B - Drug-Free Workplace Certification
	Attachment C - Jessica Lunsford Act Compliance Agreement
	Attachment D - Insurance Requirements And Hold Harmless Agreement
	Attachment E - Client References
	Attachment F - Green Procurement - Electronic Purchase Order Process
	Attachment H - Pricing Schedule (in Bonfire)
	Attachment I - Contractor Questionnaire
	Attachment J - Certification Regarding Debarment
	Attachment L – Buy American
	Attachment M – Scrutinized Company Certification
	Attachment N - Principal Place of Business
	Attachment O - Vendor Affidavit Regarding The Use Of Coercion For Labor And Services
	Copy of Applicable Licenses (State of Florida, Contractor, Occupational, Local, etc)