

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Department of Purchasing and Central Receiving 6055 62 nd Avenue • Vero Beach Florida 32967 (772) 564-5045		INVITATION TO BID Bidder Acknowledgement	
Bid No. SDIRC 18-0-2019JC		Date: May 7, 2019	
Bid Title: Milk Products (Co-op)		Pages: 1 of 40	
BIDS SHALL BE RECEIVED NO LATER THAN <u>2:00 P.M. May 30, 2019</u> AND WILL BE OPENED PUBLICLY			
Vendor Name:		Terms: Bidder see PP3- General Conditions	
Mailing Address:		F.E.I.D. No. (S.S. #)	
City - State – Zip Code:		Delivery _____ calendar days after receipt of order.	
Area Code/Telephone Number:	Toll Free Number:	Fax Number:	
Vendor E-Mail Address:		Vendor Web Address:	
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).			
_____ Authorized Signature (Manual)		_____ Authorized Signature (Type or Printed) and Title	

This Invitation to Bid (ITB), General Conditions, Instructions and Information for Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this Invitation to Bid to secure bids for item(s) and/or services as listed herein for the School Board of Indian River County, Florida, hereinafter called the BOARD.

SEALED BIDS: Sealed bids will be received in the Department of Purchasing and Central Receiving until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County. Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967. The outside of envelope shall plainly identify bid by: Vendor's name, bid number, title of bid and the date of the bid opening. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Central Receiving 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 sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity 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: One copy of this executed Invitation to Bid page, the Bid Summary page(s) and associated attachments 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 Invitation to 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 proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. **Corrections** must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

2. 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 F.O.B. 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 Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown

on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board 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 minimum of ninety (90) days from the date of Board approval or time stated in special conditions.
 - d. THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.
 - 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 U.L. listed or re-examination testing where such has been established by U.L. for the items offered and furnished.
3. **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.
4. **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 Board'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 Board 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. Deviations require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
5. **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 Board 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 Board.
6. **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, 6055 62nd Avenue, Vero Beach, FL 32967.
 - b. When required, the Board may request full demonstrations of any unit(s) 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 Board.

7. **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 Board 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 Board is found to be defective or does not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
8. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
9. **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.
10. **MANUFACTURER'S CERTIFICATION:** The Board reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
11. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at www.indianriverschools.org.
12. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 6500 57th Street, Vero Beach, FL 32967, 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: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303.
www.epa.gov/region4/divisions/index.html
Telephone: 800-241-1754.

- 13. OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, 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.
- 14. ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 15. ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 16. 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 District of Indian River County, Florida. 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.
- 17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
- 18. 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.
- 19. SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board may take such action as it deems appropriate including legal action for damages or specific performance.
- 20. LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto School Board 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 Board occasioned 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 one million dollars (\$1,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
- 21. 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.
- 22. 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 be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 23. TAXES:** The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales [Tax Exemption Certificate](#) No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.
- 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 shall have precedence.

Invitation to Bid

1. SCOPE

- A. The purpose and intent of this Invitation to Bid is to secure firm prices and establish a term contract for the delivery of milk products for approximately 72 schools in Indian River, Okeechobee and St. Lucie County School Districts as specified herein
- B. Vendor shall be responsible for all delivery costs associated with this bid. The district desires that all deliveries be made by employees of the awarded company. The awarded vendor is responsible for security and background checks of all employees that will come in contact with our school sites, regardless if they are contracted or employed by the vendor.
- C. All mechanics for delivery will be coordinated with the Directors of Food Service and approved prior to any deliveries. Estimated usage for each District see **Attachment B**. All milk must be in prime condition at the time of delivery. The successful bidder shall utilize only properly insulated, mechanical, or thermostatical temperature control refrigeration to protect product during delivery. Milk deliveries will be made directly to the school on an every other day rotation, as a minimum. Deliveries will be made during regular working hours. All deliveries must be scheduled during each site manager's normal work days. See **ATTACHMENTS C, D and E** for individual delivery schedules. A school calendar indicating holidays will be provided to the successful bidder from each county. NOTE: If your company makes delivery in crates versus the corrugated boxes, then daily deliveries will be required.
- D. Agreement for Contracted Services – ATTACHMENT G - To all potential bidders it is imperative that you become familiar not only with the Terms and Conditions of this Bid solicitation but it is also mandatory that you read the "Agreement for Contracted Services" that the awarded vendor must execute with the Food Service Department prior to Board approval.

2. BID DUE DATE - **2:00 p.m. on May 30, 2019** - Sealed bids will be received by the School District of Indian River County Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967 until at which time they will be publicly opened and read aloud. Any bids received after this specific time and date will not be considered and will returned to the bidder.

3. PRE-BID MEETING – non-applicable

4. TIME SCHEDULE

The District will use the following time line. Dates are subject to change if necessary.

- 05.08.2019 Release of Bid on DemandStar
- 05.12.2019 Legal Ad published in TC Palm
- 05.21.2019 Deadline for questions, Section 42
- 05.30.2019 Bids due no later than 2:00 p.m.
- 06.11.2019 Anticipated date for Board approval

A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

5. TERM OF CONTRACT

The term of the contract shall be from June 11, 2019 through June 10, 2022 and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the bid.

6. AWARD

Bid will be awarded as a group. Items in groups, will be awarded by group. Therefore, it is necessary for a bidder to bid on every item in the particular group in which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire group bid will be disqualified.

Award will be made to the lowest responsible bidder as will best promote the public interest, taking into consideration the products' conformance with the specifications, the quality, durability, and standards of workmanship of the complete product, the price, the function of each item proposed as it fills the requirements of staff, the conformance of the products as it relates to the whole facility, the functional quality of design, the ability of the bidder to conform to special requirements of the district, as well as previous experience with the bidder; the qualifications of the manufacturer or supplier to control quality, comply with schedules, and to provide a product that complies with the standards proposed. Only the District is in a position to determine its own best interests: therefore, the District shall be the sole judge in determining the quality of the products, materials, or services proposed. Their decision shall be final.

7. ORDERS

It will be the vendor's responsibility to maintain specified levels of milk at each school. Schools will preorder via Electronic Ordering System. Awarded vendor will be given up to four (4) months after this bid is awarded to have this Electronic Ordering System in place for the District ordering.

8. COMPLAINTS

The Directors of Food Service will coordinate all complaints and will have the authority to return unsatisfactory products for credit and request emergency deliveries when necessary.

9. FAILURE TO DELIVER

Failure to deliver as specified will authorize the School Board's Food Service Department to purchase these items on the open market. On all such purchases the contractor failing to meet delivery requirements will be charged the additional cost that the School Food Service Department incurred. Further, the Superintendent may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all School Food Service bids for a period of two (2) years.

10. QUANTITIES

Quantities set forth in this Invitation to Bid are based on anticipated usage. They are subject to change (increase/decrease) so as to meet the needs of the School Districts.

11. DELIVERY TICKETS

At the time of each school delivery, the sales-person shall leave two invoices, the original and one copy. Delivery tickets must be legible with the unit price listed and extensions accurately computed.

12. DELIVERY TEMPERATURE FOR MILK

Delivery temperature shall be no higher than 40 degrees Fahrenheit and no lower than 32 degrees.

13. CODE DATE FOR MILK

All deliveries shall have a 10 day minimum shelf life. Coding information shall be furnished to the Directors of Food Service.

14. PRICING FOR MILK – ITEM (1) ONLY

A. All prices quoted shall include transportation and delivery charges fully paid by the contractor, delivered to the cafeterias and neatly stacked in the refrigerated boxes.

- B. Prices for Item 1 (milk fat cost plus) should be based on Monthly Florida Cooperative Price Announcement.
- C. The conditions for bidding milk fat cost plus prices are as follows: if a vendor's price for milk fat increases or decreases by \$0.10 per hundred weight, thereby increasing/or decreasing the cost of said milk \$.00054 per half pint, the School Board will adjust the price of school milk paid to the school milk contractor to conform to the above. Proof of price increases or decreases shall be based on the Vendor's Monthly Florida Cooperative Price Announcement. This publication shall be mailed to the Food Service Department each month showing price changes.
- D. The milk contractor shall give written notification to the School Board each month that a change upward or downwards has taken place, and shall include the contractor's calculation used in determining the change in price per half pint of milk. The \$.00054 per half pint adjustment shall be effective with the beginning of the next monthly report period, and must include the full cost difference from the previous month's price of Class 1 milk. Splitting of price adjustments to carryover to future months will be allowed. If the milk contractor fails to properly notify the School Board of any such price decrease which would result in a decrease in the contract price of milk, the School Board will make an appropriate reduction in price, effective with the date such reduction should have been made had the contractor given prior notice or take such other action as is appropriate to give the School Board the advantage of such reduction.
15. CONTAINERS
Milk cartons shall be 8 oz. gable top (ECO), or one-half pint plastic impregnated leak proof disposable cartons (NO SIPPY POUCHES). Plastic containers/bottles shall be single-service 16 oz. or gallon plastic bottles. Milk cartons/bottles shall be delivered in a clean condition, free of dirt, sand, grease or other foreign particles in clean carrying cases. Leaking, empty or sour milk cartons shall be replaced without charge the day following delivery and the above conditions must not be extensive nor a consistently recurring problem.
16. EMERGENCIES
In the event of strikes, fires, or other emergency type situations, milk deliveries will be adjusted accordingly. The vendor shall be responsible for any additional special deliveries required in case of emergency during the school day in the event of a shortage of supply.
17. RETURN OF MILK
Milk which is left at the school before fall, winter and spring holidays and the last day of school for the year shall be picked up by the successful bidder and a credit slip issued to the school showing the number of half-pints and amount credited to each school account. Milk spoiled other than by negligence on the part of the District's Food Service Department personnel is to be replaced or credit issued in the full amount to the school account. Milk shall not be delivered frozen.
18. PRINTING OF MILK CARTONS
On the gable top/plastic carton, the successful bidder shall be required to furnish printed cartons whereby vendor may use some form of an educational message or approved nutritional label equivalent.
19. FACILITY INSPECTION
The Directors of Food Service or representative has the prerogative of inspecting the supplier's facility at any time.

20. USAGE REPORTS
Usage reports showing quantities purchased by size and type of milk products shall be supplied monthly to each School District. Each monthly usage report shall also have year-to-date (YTD) quantities.
21. ± BUY AMERICAN
[7 CFR PART 210.21 (d)] - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
22. ENERGY POLICY AND CONSERVATION ACT
[Appendix II to 2 CFR 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).
23. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
[Appendix II to 2 CFR 200)- Rights to Inventions made under a contractor agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
24. DRUG FREE WORKPLACE
This certification is required by the regulations implementing Sections 5151- 5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).
25. RETENTION REQUIREMENTS FOR RECORDS
[2 CFR 200.31 B(i)] - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.
26. DISCOUNTS, REBATES & CREDITS - all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.

27. HOLD HARMLESS AND INDEMNIFICATION
The contractor agrees to release, discharge, indemnify, defend and hold harmless the District, its employees and agents for all illness, injury or damage to persons or property that may arise out of the activities covered under this agreement, including the transportation, distribution, use or consumption of food items, irrespective of any negligence on the part of the district. Furthermore, the contractor agrees to defend and fully indemnify the District from any and all liability, loss or damage the District or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation or judgments against it arising from any and all illness, injury or damage to any person, persons or property caused by or resulting from the activities covered under this agreement, including the transportation, distribution, use or consumption of food items.
28. CIVIL RIGHTS
The contractor shall comply with Title VI of the 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.
29. ALLOW FOR AUDIT OF RECORDS
Vendor shall allow for the audit, examination, excerpt, and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TOA, and their authorized representatives.
30. BYRD ANTI-LOBBYING AMENDMENT
[Appendix II to 2 CFR 200]- Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
31. BREACH OF CONTRACT
Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
32. CLEAN AIR AND WATER POLLUTION ACTS
[Appendix II to 2 CFR 200]- Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
(also known as "non-collusion statement")- While not required by program regulations, it is

strongly suggested that SFAs and FSMCs certify that the prices in the bid or proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

34. PIGGYBACKING

When adding parties to a contract, known colloquially as "piggybacking," the contract must have been procured in compliance with 2 CFR Part 200.318-326 and applicable program regulations. Contracted parties considering additional parties must include a provision allowing "piggybacking" in their contracts to avoid creating a material change. If such a provision is not included in the contract and a material change is determined, a new competitive procurement is required. For a contract containing such provisions, language should be included specifying applicable limitations of the extension (e.g., dollar value or the number of additional parties that may be added). Such contracts should be thoroughly reviewed by members to ensure they meet their needs and conform to all applicable program requirements. For further guidance on "piggybacking" refer to memo SP 02-2016; CACFP 02-2016; SFSP 02-2016.

35. RECOVERED MATERIALS

[Appendix II to 2 CFR 200]- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. RIGHTS OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FL

- A. Accept any or all of the items it deems in its sole discretion to be in the best interest of the School District.
- B. Reject any and all bids, to make awards for individual items, groups of items, all or none or a combination thereof; and waive all formalities, irregularities or technicalities as may be in the best interest of the School District, is reserved by the District.
- C. Reject any and all offers received as a result of this Invitation to Bid
- D. Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- E. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- F. Accept and utilize any and all ideas submitted in any bid
- G. Adopt all or any part of the proposal in selecting the best solution for the School District.
- H. Negotiate further with any proposer responding to the ITB if it will serve the best interest of the School District.

- I. Select and award the contract to the responsive proposer providing the best value to the School District.
 - J. If the School District determines additional features, service, modifications or deletion are needed and it is in the District's best interest, the District may enter into negotiations with the contractor to amend the contract. Also, if a contractor has newer technology by way of an amendment agreeable to both parties.
 - K. The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.
37. **BIDDER'S RESPONSIBILITIES**
- A. Unless otherwise specified, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this bid solicitation are compatible with existing materials and will not void existing warranties, and are not used or reconditioned.
 - B. The Contractor's time shall start upon arrival at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the School Board.
 - C. The Contractor shall be required to comply with all applicable Federal, State and local permits and licenses and local building codes.
 - D. Emergency Work - From time to time emergency work may be requested. The Contractor shall meet with District personnel within two (2) hours' notice (or what may later be agreed upon) to review the Scope of Work, provide an estimate, proceed with work without delay and in general be responsive to the "Emergency" request.
 - E. The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor and/or workmanship and shall promptly correct improper work, without cost to the District, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonable, incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year or as agreed upon at acceptance of the work by the District.
 - F. Delivery of materials shall be FOB destination to the site specified on the purchase order which may include any district-owned facility within Indian River County.
38. **MINOR BID EXCEPTIONS**
- The School District reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the School District of Indian River 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.
39. **TERMS AND CONDITIONS**
- A. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the School District with the services specified in the proposal.
 - B. The School District has the right to cancel this ITB, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed

to be in the best interest of the School District to do so.

- C. Additional Terms - additional terms and conditions listed in the bidder's response shall not be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.
- D. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 119.071(1)(b)).
- E. The Bidder shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.

40. DEADLINE FOR QUESTIONS

The School Board of Indian River County is not liable for interpretations/misinterpretations or other errors or omissions made by the bidder in responding to this bid. The bidder shall examine this document to determine if the terms, conditions and requirements are clearly stated. If the bidder believes there are any terms, conditions or requirements that remain unclear or restrict competition, the bidder may request clarification in writing. Questions or request for clarity may be posed in writing solely to Jeff Carver and may be sent by mail, fax or email by the deadline of 5:00 p.m. May 21, 2019.

Jeff Carver, CPPO, Director of Purchasing
6055 62nd Avenue, Vero Beach, FL 32967
Tele: (772) 564-5050 Fax: (772) 564-5048
Jeffrey.carver@indianriverschools.org

41. ADDENDA

Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where bid documents are on file and also on the Onvia DemandStar website <http://www.demandstar.com>. Each bidder shall check for addenda prior to submitting a bid.

A written addendum may be issued prior to the bid/proposal opening, which may modify, supplement or interpret any portion of this ITB. No verbal or written information from other sources are authorized as representing the School District of Indian River County. The School District of Indian River County will issue a written addendum with such information to all Proposers in a timely manner as to give the respondents sufficient time to respond to the information and incorporate such changes into their response. All proposers shall acknowledge the receipt of such addendum by completing the addendum form, signing it, and including it with their bid response. If the addendum is received after the Proposer has submitted his proposal, he may mail the addendum under separate cover and include the incorporated changes in that package.

42. **SUBMITTAL INSTRUCTIONS - All bids shall be sent to:**

Jeff Carver, CPPO
Director of Purchasing
School District of Indian River County
6055 62nd Avenue
Vero Beach, FL 32967

- A. Please note that this address does not display accurately on a GPS device. Please see **ATTACHMENT H** for directions.
 - B. If a bid is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Bids delivered to a location other than as specified in Section 42 will not constitute receipt. It is the responsibility of the proposer to ensure bids are timely received. Faxed bids will not be accepted.
 - C. Any bids received after the stated time and date will not be considered and will be returned unopened to the proposer.
 - D. One sealed original proposal with a manual signature and three (3) copies shall be submitted and clearly labeled 'SDIRC 18-0-2019JC Milk Products Co-op' on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
 - E. Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company. In addition to this signature, every page of this ITB must be initialed and returned with the proposal.
 - F. This document constitutes a complete set of specifications, requirements and/or proposal forms.
 - G. Respondents shall not be allowed to modify their proposals after the opening time and date.
43. **CONE OF SILENCE**
- A. As per Board Policy 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:
 - A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
 - A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.
 - B. Unless specifically provided otherwise in the applicable IFB, RFP, RFQ or ITN, the cone of silence does not apply to the following:
 - Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.

Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

- C. The Cone of Silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

44. CONTRACTOR'S RESPONSIBILITIES

- A. The new uniform statewide badge is to be worn in plain sight at all times while on campus.
- B. The contractor acknowledges that work will be performed only after receipt of a written purchase order.
- C. Contractor shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.
- D. The contractor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- E. The contractor shall have an English-speaking, licensed (State of Florida or Indian River County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- F. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- G. Pursuant to Board Policy 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- H. Pursuant to Board Policy 7217 the possession of any weapon will not be tolerated on school district property.

45. BIDDING REQUIREMENTS

- A. Purchases made by the district are exempt from the State Sales Tax and Federal Excise Tax. This does not exempt the contractor from paying sales tax. Any sales taxes paid are the responsibility of the contractor.
- B. Bids must show the unit price and shall include transportation F.O.B. destination. In case of error in extension, unit prices shall govern.
- C. This agreement shall be interpreted in accordance with the laws of the State of Florida.
- D. If the governmental body appropriating funds for the District does not allocate funds needed to make payments beyond the District's current fiscal period, the District shall not be required to make such payments and this agreement shall be terminated.

- E. Purchases shall not include items available at lower prices on other public entities contracts or State of Florida contract. The School District of Indian River County reserves the right to bid separately any item if deemed to be in the best interest of the School District.
 - F. Bidder shall extend during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item (s) and report any that are or will be offered at lower prices.
 - G. All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction. See General Conditions, page 1, number 1, Execution of Bid, for acceptable means of correction.
 - H. A bidder wishing to withdraw a bid for any reason, after the final call for bids at the designated time of opening, may not do so unless a written request is submitted to the Director of Purchasing of the School District of Indian River County. If recommended, this request will be submitted to the Board for their consideration.
46. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT
All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.
47. DRUG-FREE WORKPLACE - ATTACHMENT A
Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, 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. The Drug-free Workplace Certificate form is to be submitted with the bid or within three (3) days of request.
48. PUBLIC ENTITY CRIMES
In compliance with Florida Public Entity Crime Status (Section 287.132,133), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public 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 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 proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
49. DEFAULT
In the event that the awarded firm should breach this contract, the School Board of Indian River County reserves the right to seek all remedies in law and/or in equity.
50. CONSTRAINTS
Includes, but not limited to, all applicable state laws and Department of Education Regulations.

51. FUNDING OUT, TERMINATION, CANCELLATION

Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all ITB/RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this ITB and must be agreed to by all proposers: The Board may, during the contract period, terminate or discontinue the services covered in this bid for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section. Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

52. FEDERAL AND STATE TAX

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any vendor/proposer be authorized to use the District's Tax Exemption Number in securing such materials.

53. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Pursuant to School Board Rule 1113, it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which she/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

54. CANCELLATION / TERMINATION

In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School District of Indian River County, Florida, reserves the right to terminate any contract resulting from this ITB at any time and for any reason, upon giving ten (10) business days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

55. **INSURANCE REQUIREMENTS MODERATE EXPOSURE**

- **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 coverages listed below. The following liability coverage limits must not be less than the limits specified.**

- The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or non-renewal. This endorsement must be attached to the certificate of insurance.
- All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, District reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements
- The District by and through its Risk Management 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.
- The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or non-renewal. This endorsement must be attached to the certificate of insurance.
- All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, District reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements
- The District by and through its Risk Management 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.

A. 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	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000-\$10,000 ANY PERSON

An Additional Insured endorsement must be attached to the Certificate of Insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis. **Additional insured shall be listed as:**

School Board of Indian River County
6500 57th Street
Vero Beach, Florida 32967

Coverage is to be written on an occurrence form basis and shall apply as PRIMARY. A per project aggregate limit endorsement must be provided. Defense costs are to be in addition to the limit of liability. A waiver of subrogation in favor of the district must be provided. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers).

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 Insureds clause.

B. 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.

C. 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 endorsement 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.

D. PROFESSIONAL LIABILITY

- When indicated by the scope of service, vendor must maintain professional liability or equivalent errors & omissions liability with limits 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.

E. CONTRACTOR'S POLLUTION LIABILITY

May be required depending on scope of services. Limit of liability no less than \$1m each occurrence.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School District of Indian River 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 and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the 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 state and federal law (including any privacy provision contained therein or promulgated by the District), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of 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 School District of Indian River County to enforce the 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 the School District of Indian River 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.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the District in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School District of Indian River County at (772) 564-3129.

Signed: _____

Date: _____

Printed Name: _____

Vendor Name: _____

56. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its 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; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or omission of the awarded proposer, 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 violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, 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 violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the awarded proposer 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 awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.

57. DEBARMENT

As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. By submitting a proposal, the vendor 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 a federal department or agency.
- B. Have not, within the preceding five year period, 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 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 or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph.
- D. Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.

E. Have not been debarred by the School Board pursuant to School Board Policy 6320

Contractor agrees to notify School Board within 30 days after the occurrence of any the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 57. A - E with respect to contractor or its principals.

58. DEBARMENT AND SUSPENSION - ATTACHMENT F

Section 3017.510 of 7 CFR part 3017 requires the submission of completed form CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS, with all procurement proposals of \$25,000.00 or more for all USDA food and nutrition service programs. Any person responding with an offer to this invitation to Bid should execute FORM AD-1048 (1/92) and return it with the completed bid. Failure to comply with this condition may result in the rejection of bid.

59. PUBLIC RECORDS LAW

- All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.
- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act. Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

60. RIGHT OF REVIEW

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.

61. JESSICA LUNSFORD ACT

On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

The Contractor will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Contractor or its personnel or subcontractors providing any services. The Contractor will bear the cost of the fingerprinting and background

screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor, its employees and subcontractors. The Contractor's employees and subcontractors shall display the issued uniform, statewide identification badge in plain view at all times while at a School Board facility. The parties agree that the failure of the Contractor to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract.

Further, notwithstanding any limitation of liability contained in this contract, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Contractor's failure to comply with these requirements. Contractor shall require each of Contractor's subcontractors on the project to agree in writing to the provisions of this paragraph. Contractor's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as Contractor is in compliance with the provisions of this paragraph.

The cost of the background screening is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.

62. **CONVICTED VENDOR LIST**

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 or 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.

63. **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

64. **PAYMENT (P-card statement)**

The vendor will be paid monthly upon completion of an order for that specific month. Invoices shall be made in triplicate, giving invoice date, number, cost per unit and full extension to total invoice amount. Two copies of the invoice shall accompany the order to the school and one is to be sent with the monthly statement. The monthly statement shall list the date of delivery, name of the school and total for each school. Statements should be received by the Food Service offices not later than the 5th of each month and should include transactions through the 30th of each month. Vendor agrees to receive payment by P-card on the same manner as other Visa purchases by participating school districts. The vendor agrees that P-card is acceptable payment but not mandatory.

65. POSTING OF BID AND SPECIFICATIONS

Specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the Onvia DemandStar website <http://www.demandstar.com> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

66. BID PROTEST

Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a 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.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting the bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.

Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

67. ATTACHMENTS

- Attachment A Drug-Free Workplace
- Attachment B Estimated Annual Usage
- Attachment C Indian River Schools and Delivery Schedule
- Attachment D Okeechobee Schools and Delivery Schedule
- Attachment E St. Lucie County Schools and Delivery Schedule
- Attachment F Debarment Form
- Attachment G Agreement for Contracted Services (for review only)
- Attachment H Directions to the Support Service Complex, Purchasing Department
- Attachment I Statement of 'No Bid'

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SPECIFICATIONS

MILK

Bid on fresh Grade A pasteurized, homogenized, vitamin D enriched whole milk, low fat milk, fat free (skim), flavored, and unflavored milk. Milk shall be free from added water, preservatives, neutralizers and bacteria count specifications consistent with Federal and/or Florida laws, State Board of Health, requirements of the County Health Departments and accepted standards of the milk industry. All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal or State regulation program. **SPECIAL NOTE: MILK PROVIDED WILL BE FROM COWS THAT HAVE NOT BEEN TREATED WITH BST HORMONE.**

Whole Milk

Butterfat content minimum 3.25%; milk solids minimum 8.25%>. Must be fresh, Grade A, pasteurized, homogenized, Vitamin A and D enriched milk.

Low Fat Milk

Butterfat content 1.0%; milk solids minimum 8.25%. Must be fresh, Grade A, pasteurized, homogenized, Vitamin A and D enriched milk.

Fat Free (Skim) Chocolate and Strawberry Milk

Must be fresh, Grade A, pasteurized, homogenized, Vitamin A and D enriched milk with milk solids minimum 8.25%. In addition, wholesome cocoa ingredients with nutritive sweeteners, and approved non-nutritive sweeteners, whereby total sugars are reduced by at least 25%. Contains Grade A, non-fat milk powder by at least 1 %.

Fat Free (Skim) Milk:

Must be fresh, Grade A, pasteurized, homogenized, Vitamin A and D enriched milk with milk solids minimum 8.25%.

MILK PRODUCTS

Yogurt

Creamy style with fruit. To be provided in both 8 oz. and a minimum of 4 oz. containers. Minimum flavors: strawberry, blueberry, cherry, mixed berry and peach.

Buttermilk

Fluid product results from the manufacturer of butter from milk or cream. Products shall contain no less than 8.25% non-fat milk solids in a 1/2 gallon container.

Sour Cream

Grade A, pasteurized, cultured with non-fat dry milk, low-fat, 5 pound tub.

Cottage Cheese

Small curd, a soft uncured cheese made from pasteurized skim milk which contains 1 to 2% butterfat and not more than 80% moisture, 5 pound tub.

BID SUMMARY SHEET

ITEM 1 - MILK ON A COST PLUS - ESTIMATED 2014 USAGE

SPECIAL NOTE: MILK PROVIDED WILL BE FROM COWS NOT TREATED WITH THE BST HORMONE.

Prices below are variable unit prices for Class 1 milk. Adjustments will be made based on the monthly FL Cooperative Prices announcement and not the FMO. Cost based on Federal Order #6 Zone 3, April 2019

<u>Description</u>	<u>Type</u>	<u>Flavor</u>	<u>Est. Yearly Usage</u>	<u>A. Cost per UNIT</u>	<u>B. Plus Other Cost</u>	<u>A+B Total (Cost + Other) Per Unit</u>
Milk, 8oz	Skim	Chocolate	5,713,196			
Cartons (EACH) GABLE TOP						
Vendor to specify Quantity of Cartons per Case						
Milk, 8oz	1%	White	1,841,954			
Cartons (EACH) GABLE TOP						
Vendor to specify Quantity of Cartons per Case						
Milk, 8oz	Skim	White	34,500			
Cartons (EACH) GABLE TOP						
Vendor to specify Quantity of Cartons per Case						
Milk, 8oz	Skim	Strawberry	1,430,424			
Cartons (EACH) GABLE TOP						
Vendor to specify Quantity of Cartons per Case						
Milk, Pint	ALL FLAVORS		500			
Chugs (EACH)						
Vendor to specify Quantity of Chugs per Case						

TOTAL OF ITEM 1: \$ _____

ITEM 2 MILK PRODUCTS - ESTIMATED USAGE - FIRM PRICING FOR CONTRACT PERIOD

Bid as a Group A – F

Product	Est. Annual Usage	A. Cost per Unit	B. Plus Other Cost	Total of A. + B.
A. Cottage Cheese, 5lb (1 UNIT)	329			\$
B. Sour Cream, 5lb (1 UNIT)	296			\$
C. Yogurt, 5lb, plain (1 UNIT)	7			\$
D. Half Gallon Buttermilk (1 UNIT)	3,585			\$
E. Gal. 1% White (1 UNIT)	1,165			\$
F. Gal. Skim White (1 UNIT)	6			\$

TOTAL OF ITEM 2 (A – F) \$ _____

GRAND TOTAL (ITEM 1 +ITEM 2 \$ _____

PLEASE NOTE: Item 1 and 2 will be awarded as a group to one vendor.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate office or employee of their business. Indicate either yes or no. If yes, give the person(s) name(s) and position(s) with your business.

No _____

Yes _____ List name(s) and Position(s) _____

Pending Litigation: Submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

Submit the name and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

Contact Person:

For Regular Work Hours: _____

Telephone: _____

After Hours, Weekends and Holidays: _____

Telephone: _____

Company Name _____

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

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

Vendor's Signature

Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.

ATTACHMENT B

ESTIMATED USAGE BY SCHOOL DISTRICT

Milk Co-Op Usage	Indian River	Okeechobee	St. Lucie	Total Units
Milk				
Chocolate Milk Skim 8 oz EA	1,275,000	698,904	3,739,292	5,713,196
White Milk				
White Milk 1% 8oz Carton EA	375,000	158,097	1,308,857	1,841,954
White Milk Skim 8oz Carton EA	0	3,000	31,500	34,500
	0	0	2,800	2,800
Additional Milk				
Strawberry Milk Skim 8oz EA	375,000	28,524	1,026,900	1,430,424
CHUGS				
CHUGS All flavors pint	0	500	0	500
MISCELLANEOUS ITEMS				
Buttermilk Half Gallon	0	0	500	500
White Milk !% Gallon	0	215	500	715
White Milk Skim Gallon	0	0	0	0
Cottage Cheese 5 LB EA	0	16	360	376
Sour Cream 5 LB EA	0	0	360	360
Yogurt 5 LB Plain EA	0	0	0	0

ATTACHMENT C

School District of Indian River County ESTIMATED Milk Delivery Schedule
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All Schools 3 x a week

- Beachland Elementary
- Citrus Elementary
- Dodgertown Elementary
- Fellsmere Elementary
- Freshman Learning Center
- Gifford Middle School
- Glendale Elementary
- Highlands Elementary
- Liberty Magnet
- Osceola Magnet School
- Oslo Middle School
- Pelican Island Elementary
- Rosewood Magnet School
- Sebastian Elementary
- Sebastian River High School
- Sebastian River Middle
- Storm Grove Middle
- Vero Beach Elementary
- Vero Beach High School
- Alternative Center for Education

Each list of schools is believed to be accurate. A final list should be obtained by the vendor from each individual District upon award of the bid.

ATTACHMENT D

Okeechobee County School District ESTIMATED Milk Delivery Schedule

All Schools 4 x a Week

- Central Elementary
- Everglades Elementary
- North Elementary School
- Okeechobee Freshman Campus
- Okeechobee High School
- Osceola Middle School
- Okeechobee Achievement Academy
- Seminole Elementary School
- South Elementary School
- Yearling Middle School

Each list of schools is believed to be accurate. A final list should be obtained by the vendor from each individual District upon award of the bid.

ATTACHMENT E

**St. Lucie County School District
 ESTIMATED Milk Delivery Schedule**

School	Deliveries Per Week
Allapath Flats	4
Bayshore Elementary	4
CA Moore Elementary	5
College Prep Academy	5
Dale Cassens Education Complex	5
Dan McCarty Middle	5
FK Sweet Elementary	5
Fairlawn Elementary	5
Floresta Elementary	5
Forest Grove Middle	5
Ft. Pierce Central High	5
Ft. Pierce Magnet	5
Ft. Pierce Westwood High	5
Imagine NAU	5
Lakewood Park Elementary	5
Lawnwood Elementary	5
Lincoln Park Academy	5
Manatee Elementary	4
Mariposa Elementary	4
Morningside Elementary	5
Northport Middle	5
Oak Hammock K-8	5
Palm Point	5
Parkway Elementary	5
Port St. Lucie High	5
Renaissance Charter	5
Riversedge Elementary	5
Samuel Gaines Academy	4

St. Lucie County Schools continued

School	Deliveries Per Week
Savanna Ridge Elementary	5
Southern Oaks Middle	5
Southport Middle	5
St. Lucie Elementary	5
St. Lucie West Centennial High	4
St. Lucie West Middle	4
Tradition Academy	5
Treasure Coast High	5
Village Green Elementary	5
Weatherbee Elementary	4
Westgate K-8	4
White City Elementary	5
Windmill Point Elementary	4

Each list of schools is believed to be accurate. A final list should be obtained by the vendor from each individual District upon award of the bid.

ATTACHMENT F

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier 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 with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name
Project

PR/Award Number or

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

Instructions for Certification

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

ATTACHMENT G

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this _____, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and _____ (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", for _____ is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform as follows.

Nature of Contracted Services: As per the terms and conditions of SDIRC 18-0-2019/JC which is incorporated into this Agreement by reference, vendor shall provide _____

Anticipated Outcome of Contracted Services: vendor to furnish at their expense all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts and equipment necessary for best practice to complete each project and be solely responsible for all work assigned by the District.

Location(s) and dates(s) / Hours of Contracted Service:

Services will be provided for all District sites as needed.

2. TERM OF AGREEMENT

The term of this contract shall be for the period of _____ with the option to renew annually for a period of two (2) additional years. Annual renewal acceptance will be based on the successful bidder and the School Board agreeing to specifications, terms and conditions and maintaining firm prices for the forthcoming year.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor as follows which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

Payment will be generated by the School Board's Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- One lump sum payment in the amount of \$ _____ upon completion of services
- Partial payments in the amount of \$ _____ after/before each _____
- Payment of District approved invoices.

5. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

7. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its 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 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or 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 or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

9. DUTY TO DEFEND

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

10. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be

terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

13. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board 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 Agreement, including its use by the School Board. If Contractor 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 proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

14. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County. Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present. Contractor agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all of its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

16. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

17. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Indian River County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

18. DEBARMENT

By signing this Agreement, Contractor 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 a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 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 or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board Policy 6320.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to Contractor or its principals.

19. CONDUCT WHILE ON SCHOOL PROPERTY

The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

23. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address: The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: _____
Contact's Name/Title: _____
Address: _____

School Board's Address: The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County
Attn: Superintendent Mark J. Rendell, Ed.D
6500 57th Street
Vero Beach, Florida 32967**

With a copy to:

Department: **Food Service**
Department Director: **Attn:**
Address:

With a copy to:

Department: **Purchasing and Central Receiving**
Department Director: **Attn: Jeff Carver**
Address: **6055 62nd Avenue
Vero Beach, Florida 32967**

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

The School Board of Indian River County, Florida

Company Name

Signature of Vendor/Contractor

Printed Name of Vendor/Contractor

Date

Address

Telephone / Fax Number

Contact Email Address

Signature of Chairman, School Board of Indian River County

Printed Name of Chairman, School Board of Indian River County

Date of Board Approval

6500 57th Street

Address

Vero Beach, FL 32967

FEIN (BUSINESS) _____

SS# (INDIVIDUAL) _____

ATTACHMENT H



Support Service Complex
Attention: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967
772-564-5045

Please note: a GPS does not provide accurate directions to this address. Please follow these directions:

I-95

Coming from the north I-95

Exit 156 at Fellsmere (SR 512) and travel east

Turn right on SR 510

Travel several miles and turn right on 66th Avenue

Turn left on 57th Street

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

Coming from the south I-95

Exit 147 Vero Beach (State Road 60) and travel east.

Turn left on 66th Avenue

Travel north and turn right on 57th Street.

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

US1

Turn west on 53rd Street.

Turn right on 58th Avenue (Kings Highway).

Left on 57th Street

Right on 62nd Avenue and travel to the end. Our complex is on the left. The 3rd driveway is for visitors. The front door is by the flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is 6400 57th Street, Vero Beach FL 32967

ATTACHMENT I

School District of Indian River County
Attn: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967

STATEMENT OF 'NO BID'

Bid: SDIRC 18-0-2019JC
Commodity/Service: FOOD

We, the undersigned, have decided not to bid for the following reasons:

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file only for the commodity listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks _____

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Indian River County's vendor list for this commodity.

Company Name _____ Date _____

Authorized Signature _____

Printed Name _____

Telephone Number _____ Fax _____

Email Address _____