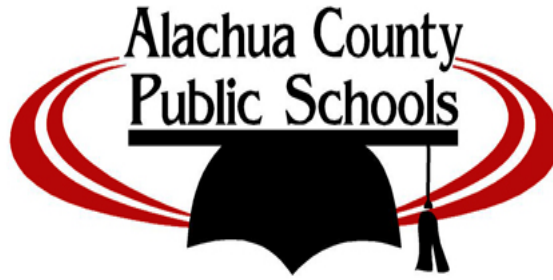


BOARD MEMBERS

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SUPERINTENDENT OF SCHOOLS

W. Daniel Boyd, Jr., Ed.D.

REQUEST FOR PROPOSAL #12-47 – MAINLINE FOOD CONTRACT

A mandatory pre-proposal meeting is scheduled for 1:00 pm, Tuesday, May 1, 2012, in Conference Room E, Kirby Smith Administration Building, East Wing, 3rd Floor, 620 East University Avenue, Gainesville, Florida 32601. Proposals will not be accepted from companies not in attendance during the meeting.

All questions regarding this solicitation shall be directed to Wayne Hackett, Purchasing Director (hacketwd@gm.sbac.edu; 352.955.7580).

Offeror's Proposal must be received in the Purchasing Department on or before 3:00 pm local time, May 18th, 2012.

If submitted via US Mail, send Proposal to: Attn: Purchasing Department, Kirby Smith Administration Building, 620 East University Avenue, Gainesville, FL 32601. If hand carried or delivered via express delivery carrier (UPS, FedEx, DHL), deliver Proposal to: Attn: Purchasing Department, Ed Manning Administrative Annex, 1817 E. University Avenue, Building #2, Gainesville, FL 32641. Proposals received after such date and time are late and will not be considered for award. Late Proposals will be returned unopened to the Offeror. The responsibility for delivering Proposals to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Offeror. Proposals delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what a Proposal is received.

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

RFP Package: Mark in the lower left-hand corner of the package containing your Proposals, **"PROPOSAL FOR MAINLINE FOOD CONTRACT, RFP #12-47," TO BE OPENED AT 3:00 P.M., MAY 18, 2012.** Mark your company name and address on upper left-hand corner of the envelope. Proposals will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Offeror. In all other respects, the School Board of Alachua County is tax exempt.

This RFP, any Addenda issued hereto, and the following documents form a part of each Offeror's proposal and by reference are made a part thereof:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
1	Overview	3
2	Proposal Submittal Requirements and Evaluation	3
3	General Conditions and Instructions to Offerors	6
4	Special Conditions	15
5	Scope of Services	21
6	Bid Procedures	26
	Forms	32-36
	Attachment 1 – North Florida Buying Group Data	37
	Attachment 2 – Reference Forms	38-39
	Attachment 3 – Bottom Line Fee and Cost Sheet	40
	Attachment 4 – Product Cost Sheets (Group A, Category 1 and Category 3)	41

1 OVERVIEW

The School Board of Alachua County, a member of the North Florida Buying Group and the contract's administering agency, is seeking Proposals from qualified commercial distributors ("Offerors") to partner with the District, and all other members of the NFBG, for the delivery of frozen, refrigerated, grocery, and dry foods, and dry goods and chemicals to individual schools sites within the North Florida Buying Group and to obtain those products at the lowest price. The services also encompass the delivery of processed commodity products. Any reference to SBAC, District, districts, NFBG, or buying group shall be interpreted to mean all districts and district schools within the North Florida Buying Group, as defined below.

The North Florida Buying Group is an informal purchasing group comprised of the following geographically contiguous Florida school districts and the Florida School for the Deaf and Blind. Each district is represented by its Food Service Director. The NFBG Co-Chairpersons are Madonna Coughlin (Columbia), Maria Eunice (Alachua), and Karen Swartout (Putnam). All Offerors submitting Proposals in response to this RFP agree that such response constitutes an irrevocable offer to all buying group members to "piggyback" on the contract established between the successful Offeror and the School Board of Alachua County. Information about each district, including the number of schools, the student population, the average drop size (\$), and the delivery schedule is located in Attachment 1.

The NFBG's food service departments serve over 89,475 meals per day to students and staff. Over 1,065 food service department employees strive to provide high quality, healthy and affordable meals to their students in an environment that is conducive to learning. The National School Lunch Program, offered in all schools, provides each child the opportunity to apply for free meals or meals at a reduced cost. The food service departments also provide breakfasts to every student in their district and offer summer feeding programs and after school snack programs at selected sites.

The volume estimates contained herein reflect the aggregated volume of all buying group members. The annual "selling price" value is estimated at \$12,000,000. This estimate is derived from sales volume for fiscal year 2010/2011, based on 35 weeks of full deliveries and summer feeding programs at selected sites.

The successful Offeror will be reimbursed for product costs plus a fixed fee for service. Product costs shall include freight and pickup charges for delivering products to the successful Offeror's warehouse. Initial product costs shall be firm through December 31, 2012. The successful Offeror will re-solicit costs from manufacturers every six (6) months, to be firm through June 30, December 31, etc. The fixed fee shall remain unchanged for the duration of the contract, which is three (3) years, plus one 3-year renewal option. However, petitions for fixed fee increases will be considered based on the fee escalation process defined below.

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

2 PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION

- 2.1 Proposal Copies: Offerors shall submit one (1) original and seven (7) copies. Proposals shall be submitted in three-ring binders to allow for easy removal of proposal sections. **No staples, please.**

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

- 2.2 Proposal Evaluation and Evaluation Criteria

- 2.2.1 A Proposal Evaluation Committee ("PEC") comprised of representatives of the North Florida Buying Group and the School Board of Alachua County, Florida will screen and evaluate all proposals received. The School Board of Alachua County, Florida Purchasing Director will participate on the PEC in a non-voting, advisory capacity only. The NFBG's Consultant will also participate on the committee as a non-voting advisor.

- 2.2.2 The PEC will consider all proposals received that comply with the RFP submittal requirements.
- 2.2.3 Each proposal will be evaluated and scored according to how well it addresses the criteria listed below and the products and services described elsewhere in the RFP. Proposals shall be sufficiently detailed to permit a complete analysis of each Offeror's ability to provide the specified services and products.
- 2.2.4 The PEC may recommend contract award on the basis of initial proposals received without further clarification, discussions, or negotiations. Therefore, initial proposals shall be sufficiently detailed to permit a complete analysis of each Offeror's ability to provide the specified products and services.
- 2.2.5 The PEC may seek additional clarification from any or all Offerors as necessary to completely evaluate proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Offerors submitting proposals. All clarifications, phone interviews, or formal presentations will be based on the proposals received by the District.
- 2.2.6 The PEC will rank proposals in descending order of preference based on the scoring matrix described below. Award will be made to the Offeror, whose proposal, conforming to this RFP, is most advantageous to SBAC, fee, cost, and other factors specified herein considered.
- 2.2.7 Invitation to Negotiate Component: The PEC may, within the confines of the RFP, negotiate further terms and conditions, including fee and product costs, with the highest ranked Offeror. The PEC reserves the right to terminate negotiations at its discretion with any Offeror, to award to other than the highest ranked Offeror (assuming unsuccessful negotiations with that company), or not to make contract award.

EVALUATION CRITERIA	POINTS
Fees and Product Costs	400
Ability to Perform the Services, including: obtaining and monitoring lowest product costs; product ordering, storage, and delivery; accurate order fulfillment; invoice content and submittal; commitment and ability to serve as the District's advocate; problem communication and resolution; ability to work with the District's contract Consultant and to meet audit data submittal timelines	300
Company History; References (See Attachment 2); Past Performance	100
Staff Experience: general staff experience; experience of District's dedicated account representative(s)	100
USDA commodities and commodity processing experience and processes; monthly usage reports; food safety; recalls; audits	100
TOTAL AVAILABLE POINTS	1000

- 2.2.8 In order to facilitate review of Proposals by the PEC, it is required that Offeror's Proposals be organized in the manner specified below:

Table of Contents: Clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the Proposal, including any enclosures. All pages should be consecutively numbered and correspond to the table of contents.

Executive Summary: indicate your company's understanding of and willingness to provide the services described in the RFP. Provide the name, title, and email address of the person authorized to represent your firm during the solicitation process. This person should be authorized to make binding commitments on behalf of the company. The letter should be signed by an officer of the company with signature authority.

Tab 1 Forms – complete and sign the following contract forms

- Offeror Acknowledgement and Acceptance Form
- Certificate Regarding Debarment Form
- Jessica Lunsford Act Form
- Small/Minority Business Enterprise Form
- Insurance Certification Form
- Signed Addenda, if any (see SBAC’s website for posted addenda)

Tab 2 Minimum Eligibility Requirements (Go/No-Go Evaluation)

- Provide a copy of your firm’s HACCP Plan
- One Page Summary of Offeror’s Recall Policies and Procedures
- Evidence of Financial Stability (most current audited financial statement, or profit/loss statement for the previous two years – SBAC considers this data to be **Business Confidential**)

Tab 3 Ability to Perform the Services

- How will you obtain the lowest product costs and monitor those costs during the contract term?
- How will districts order product?
- How will product be stored and delivered
- Fleet Information (# and type of trucks assigned to contract; Average age of the fleet; trucks owned or leased; Will you need acquire additional trucks if awarded this contract)
- Distribution Center(s) (locations, size, capacity)
- How do you ensure accurate order fulfillment?
- What information do you include in your invoices and how are invoices submitted to districts?
- How do you ensure that the correct contract prices are on the invoices?
- How do you intend to fulfill your role as the buying group’s advocate?
- How do you communicate and resolve problems with buying group members
- How will your work with the buying group’s contract Consultant?
- How do you intend to fulfill the Consultant’s audit timelines
- What Quality Assurance Program does your company have in place? Please describe.
- Does a third party inspect this facility? If so, who? Please provide inspection reports for the past 12 months.
- Provide OSHA inspection reports for the past 12 months.
- Provide any other information deemed pertinent to the Offeror’s ability to perform the services

Tab 4 Company Information; References; Past Performance

- Company history
- Describe your company’s experience with school districts and/or school district buying groups during the past five years. What % of your gross sales was/is derived from servicing School Districts and/or school district buying groups?
- Describe your company’s experience with other institutional food service programs during the past five years. What % of your gross sales was/is derived from servicing institutional food programs?
- Provide three or more references using the “Reference” form found at Attachment 2. Duplicate the form as many times as necessary to provide the requested information. Complete only the top portion of the form. Include the form(s) under this tab. The District will contact these references. School Board references are preferred.
- Provide any other information deemed pertinent to this criterion.

Tab 5 Staff Experience

- Please provide the names and experience of staff (account rep., administrative, buyers, finance) that will be assigned to the contract
- Will you need or add additional staff if awarded the contract?

- Provide any other information about staff that is pertinent to your firm's ability to provide the Services

Tab 6 USDA Commodities

- Firm experience with USDA commodities
- Firm experience with the net-off-invoice process
- Brown Box storage experience and qualifications
- How do you receive, store, and monitor USDA commodities received in your warehouse
- Provide any other information about your firm's experience with USDA commodities that you deem pertinent to your ability to provide the required services

Tab 7 Fees and Product Costs

- Bottom Line Fee and Cost Sheet – Attachment 3
- Product Costs – Attachment 4(Group A, Categories 1-3) (one hard copy and one electronic copy in Excel)
- Product Data Sheets (one hard copy and one electronic copy)

Only the original proposal shall include this information under Tab 7.

The five proposal copies shall have a Tab 7, but without fee, cost or product data information

2.3 Solicitation Schedule and Contract Award: The dates set forth below are subject to change in the discretion of the District.

April 20 th , 2012	Issue Solicitation
May 1 st , 2012	Mandatory Pre-Proposal Meeting
May 2 nd , 2012	Last Day for Offeror Questions-Close of Business
May 18 th , 2012	Proposals Due
June 19 th , 2012	Contract Award
To Be Determined	Post-Award Meeting

3 GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

3.1 Definitions:

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

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

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

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

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

Contract--The submission of a Proposal constitutes an Offer by the Offeror. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or

services pursuant to the RFP. The Offeror's Offer, the RFP document, and the corresponding purchase order(s) constitute the complete agreement between the successful Offeror and SBAC. Unless otherwise stipulated in the RFP documents, no other contract documents shall be issued or accepted.

- 3.2 Order of Preference: In the event of any inconsistency between Attachment A and the other documents that together comprise this RFP, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).
- 3.3 General Offeror Information: Interested Offerors are advised that SBAC will not, unless specified elsewhere in the RFP document, consider Proposals that contain an escalation clause, nor may a successful Offeror seek an increase in price of the items awarded to them under this RFP.

It is understood that normal Proposal processing time will be 30 - 60 days after the Proposal opening date and that Proposal prices will be firm through Proposal processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Proposal, reject any or all Proposals, accept any part thereof, award to other than the low Offeror, award in the best interest of the SBAC, or cancel the RFP at its discretion.

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

The successful Offeror shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

- 3.4 Proposal Opening: Shall be public at the time and date specified elsewhere in this RFP. It is the Offeror's responsibility to ensure that the Proposal is delivered at the proper time and place. Proposals received after the date and time specified in the RFP will be rejected and returned to the Offeror unopened. Proposals received by telephone, telegraph or facsimile transmission will be rejected by SBAC and not considered for contract award.
- 3.5 Award: SBAC will award a Contract to the Responsible Offeror, whose Proposal is most advantageous to SBAC, price and other factors herein considered. SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.
- 3.6 Work Conditions/RFP Examination: Offerors shall become familiar with any work conditions that may, in any manner, affect the work to be performed the Contract and shall thoroughly examine and be familiar with the RFP requirements. The failure or omission of any Offeror to become familiar with local work conditions or to examine the RFP shall in no way relieve it of its obligations with respect to the RFP or the subsequent Contract.
- 3.7 Silence of the Specifications: The apparent silence of the RFP special conditions or specifications as to any detail, or the omission from the special conditions or specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the special conditions and specifications shall be made on the basis of this statement.
- 3.8 Additional Terms and Conditions: No additional terms and conditions included with any Proposal shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this RFP are applicable and in full force and effect. The Offeror's authorized signature appearing elsewhere in the RFP attests to this.

- 3.9 **Manufacturer's Name and "Or Equal" Products:** Unless expressly stated otherwise in the RFP, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications or special conditions are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the RFP, Offerors may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" offers, Offerors shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Offerors shall submit with their Proposal detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Offeror's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Proposals that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If an Offeror fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s). SBAC reserves the right to request from Offerors separate manufacturer certification of all statements made in the Proposal.

- 3.10 **Form:** Proposals must be typed or printed in ink on the form contained in or prescribed by the RFP and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
- 3.11 **Collusion:** The Proposal shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Proposal on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
- 3.12 **Communication with SBAC Employees:** Prior to the RFP due date and during evaluation of Proposals by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the RFP and the contents therein is prohibited, and shall constitute good cause for disqualifying an Offeror. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the RFP in writing.
- 3.13 **Conflict of Interest:** Contract award is subject to the provisions of 112, F.S. Offerors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of SBAC. Further, all Offerors must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
- 3.14 **LOBBYING: OFFERORS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS RFP. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.**

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER RFP ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY OFFEROR WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE OFFEROR.

Interpretation of Documents and Addenda: No interpretation of the meaning of the RFP, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Offeror orally. To be enforceable, all requests for interpretation, correction, or clarification of the RFP shall be made by Offerors no later than 72 hours (weekends, holidays not included) prior to the RFP due date and time. All such requests must be in writing and received by SBAC

Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the RFP due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and Offerors are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP. Offerors should address any questions regarding this RFP to SBAC Purchasing Department, at A/C 352-955-7582. It is the responsibility of the Offeror to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the RFP documents.

- 3.15 Line Item Proposal Corrections: The use of correction fluid or erasures to correct line item Proposal or prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Proposals will be considered non-responsive for the corrected items only.
- 3.16 Offeror's Errors: Where unit costs and total costs cannot be reconciled, the quoted unit cost shall govern. Where numerical cost and written cost cannot be reconciled, the written cost shall govern.
- 3.17 Proposal Withdrawal, Correction: Prior to the date and time of the public Proposal opening specified in the RFP, Offerors may withdraw or correct Proposals. No withdrawal or correction will be permitted after the RFP opening date and time. A request for Proposal withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Offeror desiring to withdraw the Proposal. A verbal request to withdraw a Proposal will not be accepted. A Proposal request must be received in sufficient time for the Purchasing Department to effect the withdrawal. A potential Offeror desiring to correct or amend its Proposal must do so by replacing the sealed Proposal package currently in the Purchasing Department's possession with a new Proposal package, which must meet the requirements of the RFP and be properly sealed and identified in order to be considered for award. An amended or corrected Proposal package must be accompanied by a letter requesting that it be substituted for the Proposal currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Offeror desiring to correct or amend its Proposal. Such a request must be received in sufficient time for the substitution to be made.
- 3.18 One Price Only: Unless permitted by the RFP, Offerors shall submit only one quote for each product or service listed in the RFP. If multiple prices are proposed for any single product or service, the Proposal will be rejected for that item.
- 3.19 Alternate Proposal: shall be clearly identified as such on the outside of the Proposal package by using the term "ALTERNATE PROPOSAL" (see page two for additional packaging instructions). If an Alternate Proposal is accepted, SBAC will cancel the current procurement and develop a new RFP using as the basis for its specifications the product and/or services contained in the Alternate Proposal. Sole source Alternate Proposals will typically not be considered by SBAC.
- 3.20 Budgetary Limitations: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.
- 3.21 Quantity Estimates: Quantities shown are estimated amounts only and are presented to assist Offerors in the development of their Proposals. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the RFP, minimum cost or quantity order requirements are not allowed. Proposals received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items proposed that are responsive in accordance with the requirements of the RFP.
- 3.22 Samples: If required, samples submitted by the Offeror, unless elsewhere indicated in this RFP, shall become the property of SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened.

The sealed package must be labeled with the RFP number, title, and the opening date and time. Unless otherwise specified, all samples must be submitted to the Purchasing Department.

- 3.23 Condition of Product/Services: Unless addressed elsewhere in the RFP, all specified products contained in each Proposal shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the RFP will not be considered. Any Offeror proposing such items will be deemed non-responsive. At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Offeror shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products. In accordance with the RFP, Offeror shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Offeror) for reasons attributable to Offeror, Offeror shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall re-perform the defective services at no cost to SBAC.
- 3.24 Failure to Enforce Performance: The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
- 3.25 Purchase By Other Public Agencies: With the consent and agreement of the successful Offeror(s) and the NFBG, purchases may be made under this Contract by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
- 3.26 Florida State Contracts; Florida Department of Education Contracts; Other Contracts: if an Offeror currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this RFP, the Offeror shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Proposals and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so. SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Proposal received as a result of the RFP, if it is in its best interests to do so.
- 3.27 Evaluation Criteria: In addition to evaluation criteria that may be specified elsewhere in the RFP, unsatisfactory performance by an Offeror on previous contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
- 3.28 Offeror Representations and Qualifications: Offeror warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the RFP. By submitting a signed Proposal, Offeror acknowledges that SBAC is relying on the representations and warranties made by the Offeror.
- 3.29 Dispute: With respect to a protest of the specifications contained in an RFP, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the specifications, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.

Proposal tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department. Any Offeror who disputes the Contract award recommendation for any Proposal shall file a notice of protest in writing within seventy-two (72) hours of the Proposal tabulation posting and shall submit a formal written protest within ten (10)

calendar days after the date of filing the notice of protest.

The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid.

- 3.30 Proposal Tabulations: Proposal tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department and will also be available for review in the Purchasing Department.
- 3.31 Notification of Award: Unsuccessful Offerors will not receive notification of award. Proposal tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department.
- 3.32 Delivery: Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services. Time is of the essence. Delivery and/or service completion dates contained in the RFP, or proposed by the successful Offeror and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the contracted delivery and/or service completion dates. Failure to complete Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Offeror from doing business with SBAC.
- 3.33 Tax Exemptions: SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by Offerors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192.
- 3.34 Safety Standards: At a minimum, Offeror warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract. Offeror will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Offeror may be disbarred from participating in any future purchases of goods and services made by SBAC for a period of 12 months.
- 3.35 Material Safety Data Sheets: Any items provided hereunder that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.
- 3.36 Inspections: All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the RFP will be returned and/or re-performed at the Offeror's risk and expense.
- 3.37 Facility Inspection: SBAC reserves the right to inspect or have its representatives inspect the Offeror's facilities, including those of its subcontractors, if any, at any reasonable time.
- 3.38 Offeror Personnel: Offeror shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the RFP, to provide the goods and/or services described herein. Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Offeror, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Offeror employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work on site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Offeror will in no way relieve Offeror from its responsibilities hereunder. Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of

controlled substances and alcoholic beverages, including and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply. When accessing any SBAC site, Offeror shall notify department or school personnel and follow customary sign-in procedures. All Offeror personnel shall wear clothing identifying them as an employee of the Offeror (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

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

3.40 Invoices: Unless specified elsewhere, invoices shall be submitted in duplicate to SBAC at the following address: Food & Nutrition Services Department, 3700 N.E. 53rd Avenue, Gainesville, FL 32609:

- ✓ RFP #;
- ✓ Purchase Order #, if applicable;
- ✓ Description of goods and/or services, including quantities; Distributors Stock #;
- ✓ Awarded unit price(s) and extended total(s); if applicable, commodity items and value of donated food per case

Payment shall be made for goods and/or services provided in accordance with the RFP, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice.

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

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

3.43 Regulatory Compliance: Offeror shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the RFP.

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

3.45 Termination for Default: SBAC reserves the right to terminate any Contract resulting from this RFP for failure of the Offeror to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Offeror. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Offeror shall reimburse SBAC any excess costs incurred thereby.

3.46 Independent Contractor: Offeror(s) shall have the status of an independent contractor. Offeror(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Offeror shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Offeror's failure to do so, Offeror shall forthwith reimburse SBAC for the entire amount so paid by it.

- 3.47 Subcontracts: The Offeror shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
- 3.48 Assignment: Any Contract between the successful Offeror and SBAC shall not be assigned by the successful Offeror without first obtaining the written consent of the Purchasing Department. Assignment of the Contract, or any portion thereof, without such written permission shall be grounds for immediate termination.
- 3.49 Anti-Discrimination: Offeror certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 3.50 Discrimination: An entity or affiliate who has been placed on the State of Florida discriminatory list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 3.51 Indemnification/Hold Harmless Agreement: Offeror shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Offeror, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Offeror in performance of the work described herein; or (c) liens, claims or actions made by the Offeror or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Offeror or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Offeror.

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

The Offeror recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract

- 3.52 Default: In addition to other rights and remedies provided herein, in the event the successful Offeror should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience.
- 3.53 Common Carrier Waiver: In the event Offeror and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror, during the base contract term and any renewal period, then Offeror may complete the Common Carrier Insurance form included herein to request an exemption from the RFP's insurance requirements described the Insurance Certification Form.
- 3.54 Richard B. Russell National School Lunch Act's Buy American Provision: To the maximum extent practicable, SBAC is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product

consists of agricultural commodities that were grown domestically. Offeror certifies that each item contained in its Proposal complies with Richard B. Russell National School Lunch Act's Buy American Provision, unless one or more applicable waivers apply, and that at least 51% of the content of each item contained in its Proposal consists of agricultural products that were grown domestically. Offeror shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Offeror shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

- 3.55 Cone of Silence: A Cone of Silence is in effect for this RFP as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this RFP between:

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

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

- A. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Offeror, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Offeror, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Offeror, proposer or respondent voidable.

- 3.56 Lease or Maintenance Agreement Termination: Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Offeror no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Offeror and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Offeror no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

- 3.57 Life Cycle Costing: If so specified in the RFP, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.58 Warranty of Ability to Perform: Offeror warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Offeror's ability to satisfy its Contract obligations. It shall be the responsibility of Offeror to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Offeror files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
- 3.59 Records Retention and Access: Offeror shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Offeror shall, with reasonable notice, provide SBAC access to these records during the above retention period.
- 3.60 Common Carrier Waiver: In the event the Offeror and its employee's will not enter onto SBAC property during the base contract term or any contract renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror employees, during the base contract term and any contract renewal period, then the Offeror may complete the Common Carrier Insurance Waiver form included herein to request an exemption from the RFP's insurance requirements described in Item 51 above.
- 3.61 Fair Labor Standards Act: Offeror hereby certifies that the goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

4 SPECIAL CONDITIONS

- 4.1 Contract Term: The base contract term is three years, beginning on or about July 1, 2012, and ending June 30, 2015. The contract may, upon mutual agreement of the parties, be renewed for one additional 3-year period under the same terms and conditions as the base contract period. The renewal option, if exercised, will be documented in the form of a renewal letter issued by the District to the successful Offeror 120 days before the base term expires.
- 4.2 Fee escalation: The fixed fee per case and jobber fees per case shall remain fixed and unchanged for at least one (1) year (July 1-June 30, two 6-month re-bid cycles). The successful Offeror may request an increase in these fees, which shall not exceed the previous 12-month CPI inflation rate as published by the US Bureau of Labor, for the next 12-month term, and at one (1) year intervals thereafter, provided the successful Offeror submits a written request to SBAC 30 days prior to the end of the current 12-month period. Any fee escalation request will not be automatically granted, but will not be unreasonably withheld. SBAC may, in its discretion, request a fixed fee decrease if the CPI rate falls during any July 1-June 30 period.
- 4.3 Minimum Qualifications/Experience: Offerors shall have the capacity to procure, store, and deliver the products described in this solicitation in the volumes necessary to efficiently implement the requirements of the pending contract. The Offeror's facilities and standard operating procedures must, at all times, be in compliance with Federal, State, and Local statutes, regulations, ordinances, and licensure requirements. Any Offeror that is not able to implement this contract as described herein and to service each and every school within the NFBG will not be further considered for award.
- 4.4 Purchasing Practices/Bill Backs: The primary role of the successful Offeror is to purchase food and non-food products on behalf of SBAC. Purchases must be made on a competitive basis and in the most effective manner. The successful Offeror must accept manufacturer's rebates/discounts/allowances and pass these to SBAC for the

purpose of lowering product costs. The successful Offeror shall not accept rebates or bill backs from manufacturers, which in effect lowers product costs to the successful Offeror but not to SBAC. Failure to comply with this condition will result in contract termination for default.

4.5 Distributor Relationship: The successful Offeror is SBAC's advocate and "looks out" for SBAC's interests with respect to the following:

- Interfaces with packers/manufacturers on problems relating to product and quality
- Purchases specified items at the lowest price (including freight)
- Constantly searches for items that offer better value
- Promotes the introduction of new items, either by manufacturer or local vendor representatives
- Provides product usage, price change, and cost management documents in a timely manner
- Cooperates with SBAC's contract auditor and complies with all audit timeline requirements

4.6 Performance Evaluations: Prior to each 6-months re-bid, or more frequently, SBAC may evaluate the contractor's performance in terms of the following criteria: (1) cost containment, (2) compliance issues, (3) delivery services, (4) delivery of cost- management data, and (5) responses to request for information. If the evaluation process shows that the contractor's performance falls short of acceptable levels in any of the foregoing criteria, SBAC will review its options of terminating the contract, buying off of another School District's contract, or issuing a new Bid.

4.7 Communications: the successful Offeror must provide a means to receive direct communications from SBAC. A copy of all written communication concerning contract discrepancies, issues, or concerns from SBAC and the successful Offeror shall be forwarded to the appropriate food service department and the SBAC Purchasing Department.

4.8 Residual Inventory At Contract Termination: The successful Offeror may be required to stock items not normally maintained in inventory. In the event that a distributor should not be successful in securing the contract for the next bid period, or if the contract is otherwise terminated, except for termination for default or breach, in which case all remaining stock items are the responsibility of the contractor, SBAC will purchase items designated by SBAC as "special to the contract" at the most current contract costs, as approved by SBAC. Purchases of this type are limited to a 30-day supply as determined by SBAC. SBAC must be provided with an in and out inventory report of items special to the contract going back at least 60 days prior to the date of contract termination or expiration. This report shall indicate receipts and draw downs to arrive at ending quantities. Purchase of residual inventory stock will apply only to those items that are undamaged and currently dated and not in inventory as the result of an unusually large order being placed during the period subsequent to the awarding of a new contract.

4.9 Proprietary Information: Product costs and service fees are subject to disclosure in accordance with Florida's sunshine laws. If the contractor identifies any information supplied in writing to SBAC as a trade secret or business confidential, SBAC will treat it as such. However, if SBAC receives a public information request for the proprietary data, the contractor will bear the burden of defending its "trade secrets" or "business confidential" information, not SBAC. The contractor agrees that SBAC, or its employees or representatives, will not be held liable for the dissemination or release of the proprietary information.

4.10 Payment Remittance: SBAC complies with the Florida Prompt Payment Act (ss.218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

4.10.1 Electronic Invoicing: An Excel spreadsheet containing customer number, school name, delivery ticket number, delivery date, invoice number, invoice date, amount, and site number is submitted once weekly to the district for deliveries made the prior week. This allows time to correct discrepancies on invoices/delivery tickets prior to payment. In addition,

adjustments to invoices (credits or debits) must be sent to the district utilizing the same spreadsheet. Payment terms are Net 45 days.

4.10.2 Invoice and Payment Processes: processes differ by participating district and the successful Offeror will accommodate these differences at no additional cost.

4.11 Discounts and Allowances: Manufacturer invoices that reflect promotion allowances (i.e. one free with ten), and/or bid allowances shall be to the benefit of SBAC. Cash discounts, label allowances and buying group rebates or allowances shall accrue to the benefit of SBAC.

(i) Allowable costs will be paid from the nonprofit school food service account to the successful Offeror net of all discounts, rebates and other applicable credits accruing to or received by the successful Offeror or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority; (ii)(A) The successful Offeror must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) The successful Offeror must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification; (iii) The successful Offeror's determination of its allowable costs must be made in compliance with the Departmental and Program regulations and Office of Management and Budget cost circulars; (iv) The successful Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the successful Offeror to report this information on a less frequent basis than monthly, but no less frequently than annually; (v) The successful Offeror must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and (vi) The successful Offeror must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department. (2) *Prohibited expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the successful Offeror's actual, net allowable costs.

4.12 Audits: will be conducted by SBAC's independent Consultant twice per year, or more often as necessary, to review product costs in particular and to monitor overall contract performance in general. Audits may be performed on the successful Offeror's premises at the discretion of SBAC. Initial and subsequent six-month product cost bids will be analyzed by the auditor with particular attention paid to product cost increases and whether or not such increases are reasonable given current market conditions. The successful Offeror shall retain all documentation regarding product costs and product cost increases and shall comply with the below audit schedule. SBAC may withhold up to 10 percent of the final payment for the six-month contract period until all audits are completed and accepted by SBAC, including satisfactory response to the Consultant's findings and recommendations.

Schedule: The auditor will develop a report containing findings and recommendations following its "semi-Annual Contract Review and Summary Analysis-Six Month Price Changes Review" (see Cost Management Report requirement below). The auditor will submit the report to the successful Offeror and the NFBG co-chairs. The successful Offeror will acknowledge receipt of the report within five (5) business days and will provide a written response describing specific steps that will be taken to address each finding or recommendation to the auditor and the NFBG co-chairs ten (10) business days following receipt of the auditor's report.

De minimis over-charges may not be collected by the buying group. Material (i.e. significant, substantial, or repeated) over-charges will be discussed with the successful Offeror to determine collection means.

- 4.13 Account Representative(s): the successful Offeror shall assign one or more dedicated account representatives to coordinate the ordering and delivery of all products to school sites, as well as to assist in selecting and managing product quantities, handling invoice discrepancies, and managing product substitution and delivery problems.

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

Individual Site Orders: School site orders are electronically transmitted to the FNS Office. The account representative will be responsible for consolidating school site orders and transmitting them to the distributor. Orders are to be exported to the distributor in a flat file. The export format is: Fixed Width or ASCII comma-quote delimited. No manual keying of orders will be allowed. Proposers that are not currently capable of receiving orders electronically will be required to obtain this level of computerization before the first delivery.

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

Menu Analysis: Account representative shall evaluate and determine purchasing requirements against menus cycles; coordinate the change of deliveries from purchased food to commodity and commodity processed food and vice versa; coordinate the ordering of special menu items to ensure products are received on time.

- 4.14 Product substitutions/Product Changes: are only appropriate under the following conditions: a manufacturer fails to deliver the product to the successful Offeror; the product is discontinued; the quality of the product is unsatisfactory to SBAC; in the event of an emergency. Substitutes shall include cost information submitted prior to approval and delivery.

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

Substitutions cannot be made without prior approval of SBAC. Successful Offeror shall notify SBAC of substitutions via email, written correspondence, or in the event of an emergency, by telephone call a minimum of 24 hours prior to delivery. Substitutions must be of the same or higher quality, including current nutritional component requirements, than the regular stock and shall be delivered at the same or lower cost than the regular stock. The fact that a substitute is being made should be clearly stated on the invoice/delivery ticket. Product substitutions shall be temporary **and shall not be rolled over and onto the next six-month product list.**

If the successful Offeror needs to make a brand change during the term of the contract, it shall submit the request in writing to SBAC. The request shall include the reason why the change is necessary, nutritional data, and, if required, product samples for SBAC's evaluation. Product change requests may or may not be approved by SBAC.

Under no circumstances shall the successful Offeror sell unapproved items or items not on the current six-month bid cycle to any school. Invoices for products sold without prior approval from SBAC will not be paid. Repeated sale of unapproved or non-bid items will result in contract termination for default.

THE NORTH FLORIDA BUYING GROUP HAS EXPENDED CONSIDERABLE TIME AND EFFORT DEVELOPING A MANAGEABLE PRODUCT LIST THAT MEETS THE NEEDS OF ITS INDIVIDUAL MEMBERS. MAINTAINING THIS MANAGEABLE, CONSISTANT PRODUCT LIST DURING THE TERM OF THE CONTRACT, AND ANY RENEWAL PERIOD, IS A HIGH PRIORITY OF THE GROUP.

- 4.14.1 Discontinued/Replacement Products: SBAC shall be notified of reasons for discontinuation/replacement products. If manufacturer discontinues a product, SBAC shall receive written confirmation by manufacturer. If discontinuation is the result of low usage, SBAC shall be provided 7 days prior notice of discontinuation to accept or to re-negotiate usage.
- 4.15 Procurement of New Products: new products are evaluated by SBAC as needed based on the following procedures:
- a. New items are defined as items not currently stocked by the successful Offeror;
 - b. New items shall receive a new slot at the successful Offeror's warehouse if they meet the movement criteria of 20 cases per week or more;
 - c. New items must be presented to NFBG chairs for approval before they are stocked and distributed to any buying group members. New items will be tested using established testing procedures. Each item tested shall comply with the contract's terms and conditions and meet current nutritional requirements. Failure of the successful Offeror to ensure that new products are approved by the NFBG chairs in advance may result in contract termination for default.
 - d. Assuming a new item is successfully tested and brought into stock, NFBG will agree upon a minimum quantity purchase within a 6 month time frame. Cost will be a factor in deciding whether or not to add the product to the approved product list. The minimum quantity must be ordered within that 6 month period or the new item will be removed from the list of approved products, or re-evaluated at the discretion of the NFBG co-chairs. Subsequent to the successful Offeror's good faith efforts to dispose of new inventory added at the request of NFBG in accordance with these procedures, NFBG agrees to purchase all remaining inventory in stock prior to removal of the product from the approved products list. In the event of contract termination for convenience or expiration, the residual inventory clause shall govern the disposition of all residual inventory.
 - e. Once a new product is approved, the NFBG chairs will submit a new item request form to the successful Offeror. Following receipt of the new item request form, the item will be brought into stock via fair and open competition and made available to the NFBG members within four weeks.
 - f. SBAC shall be notified within 7 days of stocking new products. This will ensure that SBAC is aware that product is available for ordering.
- 4.16 Approved Brands: The approved brand(s) and product code numbers listed on proposal response forms (Attachment 4-Group A, Category 1, 2, 3) are the only brands allowed. Offering any item other than the approved Brand shall be cause for disqualification. In the absence of an Approved Brand(s), the proposer may specify a manufacturer's brand and code number that meets or exceeds the item specification. Only one manufacturer's brand and code number may be bid for each item. The brand specified will be the product that will be delivered.

If requested, Offeror(s) will furnish product samples within 48 hours, at no expense to SBAC.

- 4.17 Reports: the successful Offeror shall provide the following standard reports throughout the term of the contract and any renewal period.

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

Recap Report: provided monthly listing all items sold to SBAC. The report shall include the following: product description, Distributor #, pack, brand name, total quantities purchased, as purchased, in their actual delivered unit (i.e., case or broken case unit), individual cost and total-cost extended cost for each item.

The above reports shall be submitted to the SBAC by the 15th day of each month for the previous month's deliveries.

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

1.	School District Item Number	9.	Usage Previous Six Months
2.	Distributor Item Number	10.	New Fixed fee
3.	Brand	11.	Previous Fixed fee
4.	Packer's I.D. Number	12.	New Selling Cost
5.	Product Description	13.	Previous Selling Cost
6.	Pack Size	14.	Difference - Plus (+) Minus (-)
7.	New cost	15.	Difference +/- totals (items 9X14)
8.	Previous Cost	16.	Vendor Source (Broker/Packer)

Whenever a new contract is awarded on a roll-over basis to the same contractor, the contractor shall prepare a start -up before and after report as per the above, for the previous and new periods in the same manner as if the contract was merely extended.

The six-month Cost Management Report contains the data used by the auditor to generate the "Semi-Annual Contract Review and Summary Analysis-Six Month Price Changes Review" report described above. Therefore, it is mandatory that the Cost Management Report be submitted to SBAC 4 weeks prior to the end of the current six-month price term.

- 4.18 Quality Control: Quality Control Reports are an internal tool that cafeteria managers use to communicate issues such as service, product quality, and/or possible contamination. Quality Control Reports addressing urgent issues, such as a contaminated food, must be responded to with immediate action and a subsequent written report. All other quality control reports will be forwarded to the successful Offeror and the successful Offeror must respond, in writing, within five (5) days of notification.
- 4.19 Food Safety & Recalls: Ensuring the safety of the food supply is critical to SBAC. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The successful Offeror shall have a process in place to effectively respond to a product recall. This process shall achieve the following critical objectives:
- Provide accurate and timely communication to SBAC regarding a recall.
 - Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 - Streamline the process for reimbursement for recalled products.
 - A one-page summary of each Offeror's recall policy and procedures are to be submitted with the proposal.
- 4.20 Competition with SBAC's School Food Service Program: During the school day, the successful Offeror will agree not to sell or furnish free of charge, any products to any club or organization connected with the school from before the start of breakfast until one hour after the last serving period. It is also agreed that any products sold to any club or organization during the times permissible, will be sold at a price equal to or greater than the prices established by this contract.
- 4.21 Imported Products: See item 3.54 above.

5 SCOPE OF SERVICES

- 5.1 SBAC is soliciting proposals from qualified distributors for the purpose of establishing a cost plus fixed fee contract for delivery of frozen and refrigerated goods, dry goods, paper goods, and chemicals to all schools within the North Florida Buying Group. The contract will also provide for delivery of processed commodities based on the net-of-invoice procedures listed below. Offerors may also propose a supplemental jobber fee for receipt, storage, and distribution of USDA direct delivery products (Brown Box) and processed commodity products purchased by SBAC under separate contract with commercial processors.

5.1.1 Group A – Frozen, Refrigerated, Dry Goods, Paper Goods, and Chemicals

Category 1: Includes frozen and refrigerated goods, dry goods, paper goods, and chemicals that comprise 60% of the total dollar volume of the pending contract. The successful Offeror will be required to competitively bid and purchase items in this group and then sell them at cost to SBAC. The fixed fee per case for Group A products will be added to the invoiced product cost.

Category 2¹: Includes net-off invoice commodity processed products that comprise 34% of the total dollar volume of the pending contract. The successful Offeror will purchase, receive, store, distribute, report, and track these items in accordance with all applicable federal, state, and local requirements. The per case “commercial price” for these commodities will be the product cost established via fair and open competition by the distributor during each six-month re-compete cycle. The fixed fee per case for Group A products will be added to the invoiced net product cost.

- 5.2 Category 3: Includes low-volume products that make up the balance of purchases under the pending contract. The successful Offeror will be required to competitively bid and purchase items in this group and then sell them at cost to SBAC. The fixed fee per case for Group A products will be added to the invoiced product cost. If at any time during the contract these costs appear excessive, SBAC reserve the right to purchase them from any other source.

5.2.1 Group B – USDA Commodity Foods and Product Storage

Category 1²: “Jobber Fee per Case” for receipt, storage, and distribution of USDA direct delivery commodity foods (Brown Box), as per the requirements of the Florida Department of Agriculture, Commodities Division. This is a non-mandatory category and Offerors are not required to provide this service.

Category 2: “Jobber Fee per Case” for receipt, storage, and distribution of processed commodity products purchased by SBAC under separate contract. This is a mandatory category and Offerors are required to provide this service.

These are supplemental services. The “jobber fee” will not be included in points awarded for fees and product costs. However, the ability to provide these services may be awarded points at the discretion of the Proposal Evaluation Committee.

¹ Services shall comply with Food Distribution National Policy Memorandum FD-119, title “Processing,” dated February 13, 2012

² Brown Box products shall only be stored in a State of Florida approved warehouse.

5.3 Product Costs and Fees

Product costs (Group A-all categories) shall be firm from the beginning of the contract term through December 31, 2012. At the end of the first six month period and thereafter for every succeeding six-month period, product costs may increase or decrease as market conditions dictate under fair and open competition. Product cost equals the net price paid by the distributor to the manufacturer and includes the cost of shipping to the distributor's warehouse. Cost changes will be effective the first day of each six-month interval (January 1, July 1). The successful Offeror may not change product costs without prior approval of SBAC.

Fixed fee per carton (Group A-all categories) shall remain firm for one year (two six-month product cost intervals). The fee for less than case lot quantities will be prorated in accordance with the size of the case. For example, the fee for 1 unit, packed 12 units per case, will be 1/12 of the fee for the full case. Where multiple carton sizes are available for a product, SBAC reserves the right to select the carton size that best meets its needs. If a carton size decreases, the fixed fee must be proportionally prorated. For Example, if a case size decreases from 72 to 48 units, the fixed fee for the smaller case will be 2/3 of the fee for the 72 unit case. No fee increases will be allowed for case size increases.

The fixed fee includes all other costs (except the product costs defined above) necessary to perform the services described herein, including but not limited to, delivery to each school, overhead and profit, and fuel. The fixed fee shall have no more than two (2) decimal points.

Net-Off Invoice Commodity Processed Products (Group A – Category 2): The Net-Off Invoice Value Pass Through (VPT) system is a variation of the "hybrid system" which allows a distributor to sell end products to recipient agencies at a discount and submit a refund application for the contract value of the donated food contained in each case to the processor. The recipient agency in this contract is SBAC. Under the Net-Off Invoice system, the distributor does not submit a physical refund application, but rather deducts any eligible discount from the invoice received from the processor. For example, under the Net-Off Invoice VPT system a processor sells identical commodity and commercial product to the distributor at a gross commercial price of \$30.00 per case. The value of the donated commodity food contained in one case of finished end product in this example is \$10.00. The distributor sells the product at a discounted price based on the value of the donated food contained in the finished case, or in this example \$20.00 plus the distributor's fixed fee per carton. The distributor then deducts the value of the donated food from the gross commercial price shown on the processor's invoice to the distributor and remits the balance due to the processor.

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

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

Processed end products shall only be purchased from processors that have an approved processor end product summary schedule with the Florida Department of Agriculture and Consumer Services and have been approved by this agency to participate in the net-off invoice alternate system. Only end products that meet the substitution and grading requirements in 7CFR250.30 may be provided.

The recipient agency must have a positive inventory "on the books" or "in the bank" with processors to purchase items using the net-off invoice alternate system. Distributor is responsible for monitoring inventory balances "on the books" or "in the bank" before purchasing net-off invoice commodity processed products.

Distributor is responsible for sales verification of net-off invoice commodity processed products and must have the technology in place to meet the reporting and tracking requirements of processors (K12foodservice or Processor Link).

Distributor agrees to slot commodity processed items on a regular basis and provide usage/velocity figures monthly.

USDA Commodity Food Requirements (Group B – Category 1): This group is comprised of USDA “Brown Box” commodity and commodity processed fee- for-service products. It is estimated that each product will be distributed within 120 days, although this is not guaranteed. The successful distributor shall comply with the provisions below for warehouse storage of USDA products.

- Receive commodity foods for storage, delivered to their warehouse by, but not limited to, the US Department of Agriculture under consignment to SBAC.
- Receipt of all USDA Commodities including processed commodities shall be reported weekly to SBAC.

Upon receipt of federally donated commodities for SBAC, the successful distributor shall be responsible for inspecting the cases/cartons for product identification, visible damage, shortages or overages and to note any such discrepancies on all shipments. This applies to rail, truck, container shipments or any other manner in which the commodities are shipped.

In order to receive direct shipments from USDA, the successful distributor must agree to enter the receipt information on the Web Based Supply Chain Management (WBSCM) website within three days of receiving the shipment.

Shipments containing damaged products or shortages received shall first be reported to the carrier for inspection prior to unloading. Damaged items shall be separated by shipment and labeled with date and a withdrawal ticket covering damaged items signed by the carrier. If any commodities tendered by the delivering carrier at the time of such delivery are broken, destroyed, lost or damaged in any way, the successful distributor shall immediately notify the coordinator or designee of the State of Florida Bureau of Food Distribution and the delivering carrier in writing of such shortages or damages, thereby relieving them of any liability thereof. All such shortages and/or damages shall be fully documented so as to form the basis for claims against the delivering carrier. A copy of all documentation regarding damaged products and shortages must be forwarded to the SBAC. All breakages, shortages and damages which are not adequately documented and reported shall be the liability of the successful distributor.

Damaged products are not to be accepted into storage except upon permission from SBAC. All instances of damages, shortages or overages connected with incoming shipments must be reported in accordance with USDA guidelines and on the WBSCM website.

Shipments from USDA must be clearly identified. Each individual shipment received into a distributor’s warehouse is assigned a Delivery Order (DO) number by USDA. The delivery will specify the number of cases that have been assigned to that DO number. Storage and shipment of USDA commodity foods must be by their DO number or by some method which would facilitate tracking in the event that foods are put on “Hold” or are recalled.

No damaged or contaminated product is to be left exposed in rooms where food products are stored. There shall be no intermingling of federally donated commodity foods belonging to SBAC with other food items or with federally donated commodity foods belonging to other recipient agencies.

The successful distributor is responsible for maintaining the quality of the food products stored through proper rotation. Storage facilities will be maintained in a manner to ensure food safety and sanitation. Products are to be stored and palletized in a manner to facilitate the removal for delivery on a “First-In, First Out” basis.

The successful distributor will maintain sanitary conditions and otherwise meet Florida Department of Health standards in addition to local standards. Required temperatures are; Frozen -10° to 0° F, Chilled 33° to 41° F and Canned/Dry 50° to 70° F.

The successful distributor’s plant facilities shall be subject to inspection and inventory by representatives of SBAC, USDA and State of Florida Bureau of Food Distribution at any time during normal working hours without addition cost to SBAC. In the event that such commodity foods are lost, destroyed, broken or damaged in any way through the negligence or the lack of proper care or storage or handling by the successful distributor, their agents or employees shall

be liable therefore, and their liability to SBAC shall be determined on the basis of replacing the commodity foods in the same quality and quantity or payment in lieu of the commodities at the same rate that will be required for replacement.

An inventory system will be in place for the duration of the contract. The successful distributor must conduct an annual physical inventory. After completion of the inventory, the successful distributor shall reimburse SBAC the amount of any shortages noted.

Temporary Commodity Storage (Group B – Category 2): Receive and inspect processed commodity. SBAC shall be notified immediately of damaged product or over/under-shipments. Damaged product or over/under-shipments shall be noted on the Bill of Lading. Unload processed commodity; warehouse processed commodity for a period not to exceed 90 calendar days; deliver processed commodity to SBAC when ordered.

Successful Offeror shall maintain appropriate documentation associated with receipt, storage, and delivery of processed commodity. Such documentation shall be in a format acceptable to SBAC and shall, at a minimum, account for the disposition of processed commodity from the date received by Bidder through the date delivered to SBAC.

SBAC shall, at all times, hold title to the processed commodity. While in its care, Bidder shall be liable for any damage to or destruction of processed commodity and shall immediately remit to SBAC the full value of damaged or destroyed processed commodity. Bidder's property insurance shall include an endorsement to cover the full value of all processed commodity in its care. Such endorsement shall be included on the Bidder's Certificate of Insurance (ref. Insurance Certification Form).

Jobber Fee per Case for Category 1 and 2 shall remain firm for one year (two six-month product cost intervals).

- 5.4 Subsequent Product Cost Solicitations: At the end of the current six-month period, the successful Offeror shall solicit firm fixed-price bids for the next six-month term. Current prices extended by in-place manufacturers need not be re-bid unless there is an indication that market prices have decreased, an additional approved brand is added, or as otherwise directed by SBAC.

Whenever costs are increased, the successful Offeror shall solicit written bids from at least two (2) **approved** sources other than the in-place manufacturer, unless product movement is less than 50 cases per month. The manufacturer's bids from all solicitations shall be attached to the Cost Management Report described above and submitted to SBAC four weeks prior to the end of the current 6-month price term. Cost changes will not be accepted unless all written quotes are attached and the forms are completed in a timely manner. If cost changes are not submitted as described above, SBAC will continue to use product costs from the current 6-month price period.

Exceptions to soliciting re-bid prices are as follows. All requested exceptions shall be approved in advance by SBAC:

- If there has been a documented across-the-board increase in a product cost, due to factors affecting the market
- If the supplier is either a sole or preferred source, i.e., Exactamate Condiments
- If the item is part of a brand group, i.e., pudding and fruit juices, whereby SBAC's preference is not to split the sources of family groups
- If changing from one brand to another may create problems of in-bound shipments as to quantities and costs, or require duplication of stock at the contract distributor's warehouse as may be approved by SBAC
- If price changes and/or quantities are small and soliciting prices from multiple sources is not cost effective.

Re-bid procedures will be implemented in accordance with the NFBG's Re-Costing Procedures.

Cost Cancellations: Whenever a manufacturer cancels a six-month firm cost, prior to expiration, contractor is required to solicit re-bid costs in the same manner as for six-month re-bids.

Cost Decreases: Shall always be passed on to SBAC. Whenever the market softens for an item or group of items, it is the contractor's duty to seek lower costs from the in-place supplier or from alternate sources, as may be deemed advantageous.

Emergency Cost Increases: In the event of a short supply or cost increase caused by an emergency, the successful Offeror will, within 24 hours, present to SBAC for approval an alternate temporary plan. The nature of the emergency must be adequately explained in writing. Cost-increase emergencies can be defined only as acts of God, court orders, or other actions that may be approved by SBAC.

- 5.5 Delivery Cost: Product costs shall include the cost of delivery to the successful Offeror's facility. The fixed fee per case shall include the cost of delivery to SBAC.
- 5.6 Inventories: The successful Offeror shall order supplies from manufacturers in economical quantities, and maintain inventories at an ample level to prevent out of stock situations, while avoiding excessive inventories that might be counter productive to product conditions. Product substitutions are appropriate under the following conditions: a supplier fails to deliver the product to the successful Offeror, the product is discontinued, the quality of the item is unsatisfactory to SBAC, or in the event of an emergency. Product substitutions due to out of stock situations should be held to an absolute minimum. Substitutions cannot be made without prior approval of SBAC's Food and Nutrition Services office. Successful Offeror shall notify SBAC of substitutions via email, written correspondence, or in the event of an emergency, by telephone call. Substitutions must be of the same or higher quality than the regular stock, and shall be delivered at the same or lower cost than the regular stock. Substitutions shall be temporary. To assist in maintaining adequate inventory levels, the successful Offeror will be supplied sets of cycle menus, along with data which projects the quantities of high volume items required. Also, SBAC will provide the contractor with information concerning the availability of USDA donated foods (commodities), which may impact inventory levels of some commercially purchased foods. This information will be sent as soon as it becomes available to SBAC.
- 5.7 Warehousing: The successful Offeror is responsible for the proper warehousing of all items prior to delivery to SBAC. Products shall be rotated regularly as required. Product loss resulting from water damage, vermin, package damage, or improper temperature/humidity is the responsibility of the successful Offeror. Products must be held at the proper temperatures and humidities, as recommended by packers or manufacturers, so as to maintain the products and packages at optimum levels of quality and condition. The successful Offeror is liable for the safety and appearance of products and packaging materials. Any product, or package received out of condition, or not hard frozen in the case of frozen products, may be returned for full credit. Warehousing shall comply with all applicable federal, state, and local regulations. The successful Offeror's facilities and records are subject to inspection by SBAC at any time during normal working hours.
- 5.8 Deliveries: shall be made to schools on a regular weekly schedule between the hours of 6:30 AM and 2:00 PM, or as may be otherwise approved by SBAC (see Attachment 1 for school addresses and delivery times). Written delivery schedules shall be submitted by the successful Offeror to SBAC's Food and Nutrition Services Director for approval two (2) weeks prior to the first delivery and remain constant from week to week. When school holidays fall on a scheduled delivery day, deliveries shall be made either on the next school day, or the prior school day. Changes in delivery schedules initiated by the successful Offeror must be submitted to SBAC in writing for approval 30 days prior to implementation.

Excessive late deliveries will be cause for contract termination.

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

Types of delivery vehicles used are subject to approval by SBAC. Deliveries are to be made in trucks that are capable of maintaining frozen products at 0 degrees Fahrenheit, refrigerated products at 35-40 degrees Fahrenheit, and dry products clean and dry. Trucks should be equipped with back-up warning signals. Drivers must deliver products into

pantry, freezer, or cooler rooms as designated by the unit manager. Drivers are not required to stow products on shelves, nor remove containers from master cartons. If an item is omitted from an order by the successful Offeror, or is delivered in unacceptable condition (defrosted frozen product or damaged containers, for example) replacement delivery must be made within 24 hours, or at a longer time span if approved by SBAC's Food and Nutrition Services office, and no fee shall be charged to SBAC for initial delivery of unacceptable product and re-delivery of acceptable product. If an extra delivery is required due to SBAC's error, the contractor may require a minimum order of \$200.00. All line items must be delivered, on the approved scheduled delivery day and time, at a minimum error free level of 99 percent of the line items, as pertains to accuracy and acceptability.

Under no circumstances are orders to be delivered before the cafeteria manager or their designee arrives at the school. Products may not be left on loading docks before school hours. Deliveries made outside of established delivery times will not be tolerated and may be cause for contract termination.

- 5.9 Receiving and Invoicing: The cafeteria manager or designee receiver is required to verify prices, total quantities, and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Under no circumstances shall the successful Offeror sell unapproved items or items not on the bid to school sites. Invoices/delivery tickets for unapproved products sold without prior approval from the FNS District Office shall not be paid.

All payments are based on signed and received invoices/delivery tickets. Invoices/delivery tickets must show product description, company name, product code numbers (if applicable), quantities delivered, unit cost and total cost. A duplicate copy of invoice/delivery ticket must be left at each site.

Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the cafeteria manager and the delivery person will initial the changes. The cafeteria manager will adjust the invoice/delivery ticket by subtracting the value of the rejected product from the total due. For price discrepancies or product found to be defective after the delivery, the vendor will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket number and be issued within 5 business days of request.

The successful Offeror shall agree to accept for full credit, the return of any item received which is found by the cafeteria manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

6 BID PROCEDURES

- 6.1 Attachment 3, Bottom Line Fee and Cost Sheet: Offerors shall complete this document in its entirety and include it under Tab 7 of the original copy of their proposal only.
- 6.2 Attachment 4, Product Costs - Group A, Category 1: Offerors shall complete this document (one hard-copy, one electronic copy) in its entirety and include it under Tab 7 of the original copy of their proposal only. Except as authorized herein, Offerors *shall not* amend the Product Cost Sheets in any manner. If an unauthorized change is made, Offeror's Proposal may be rejected.
- 6.3 Attachment 4, Product Costs - Group A, Category 2: Offerors shall complete this document (one hard-copy, one electronic copy) in its entirety and include it under Tab 7 of the original copy of their proposal only. Except as authorized herein, Offerors *shall not* amend the Product Cost Sheets in any manner. If an unauthorized change is made, Offeror's Proposal may be rejected.
- 6.4 Attachment 4, Supplemental Product Costs - Group A, Category 3: These items represent low volume products required by SBAC and will be costed after the PEC has selected the successful Offeror. Therefore, Offerors shall not provide Group A, Category 3 product cost data in their Proposals. The plug-in \$ amount reflected in Attachment 3 is based on

NFBG '2010-2011 volume. The plug-in case count reflected in Attachment 3 is based on NFBG '2010-2011 volume. In many instances, case counts have been pro-rated because product is often purchased in less than full case amounts.

- 6.5 Product Data Sheets: Offerors shall provide product data sheets (one hard-copy, one electronic copy) under Tab 7 of the original copy of their proposal only. Data sheets shall include, but not be limited to, ingredient and nutrition statements, pack sizes, instructions for preparation and serving, and product sources. Offerors shall notify SBAC whenever there is a change of sources, particularly if foreign sources are substituted for domestic sources due to shortage of supplies, or for other reasons, and supply product data sheets on new-source items. The successful Offeror shall maintain and update product data sheets regularly and shall ensure that SBAC has a complete, current set at all times.
- 6.6 Review and Evaluation of Product Cost Sheets: The PEC shall review each Offeror's Product Cost Sheets in terms of unit costs, extensions, additions, and other calculations, as to accuracy and conformance with the requirements as specified. Also, a review will be made of the conformance of the products proposed with the product requirements as related to grades, standards, product source and content. For evaluation purposes, the PEC may remove an item from all sheets, before or at the time of review, if an item is unavailable to Offerors, or if items are not comparable, or in dispute, as determined by the PEC. If all Offerors cannot obtain firm costs for six months on an item, the PEC will either remove the item from evaluation, or assign a fixed cost that shall be the same for all Offerors.

Offerors shall, on request, transmit to the PEC, within three (3) working days, additional product data sheets, including ingredient and nutrition statements, as well as certificates of grade or compliance, and confirmations of quotations from packers. Product samples, if requested, shall be provided within ten (10) working days. Product Data Sheets and product samples are to be furnished at no cost to SBAC.

- 6.7 Approved Brands: Prior to acceptance of a Proposal, all brands are subject to review by SBAC for compliance with the product requirements. If a code designation is not listed along with an approved brand, the Offeror must enter the code by the brand in the space provided. Whenever quoting a "Distributor's Choice", an Offeror must enter, in the space provided, the brand and code. Whenever several approved brands (other than "Distributor's Choice") is listed, the Offeror should indicate in Column C the brand proposed, either on a line extending from the Brand, or by a highlight mark, check mark circle, or other type of mark. IMPORTANT: Some of the codes listed may be obsolete or incorrect, in which case the Offeror is to enter the correct code. After award, SBAC may request the successful Offeror to obtain costs and samples for brands and codes not listed. INCONSISTENCIES: If an inconsistency exists between a product description and a pre-approved brand, the approved brand will prevail. The decision as to whether a product does or does not meet the requirements of Column B is at the discretion of SBAC. An Offeror may be requested, prior to contract award, to furnish acceptable confirmation from a packer that a product meets the requirements set forth in Column B. DISTRIBUTOR'S CHOICE: The contractor may quote any brand(s) of choice whenever "Distributor's Choice" is shown. Whenever an approved brand(s) is listed in the same box with "Distributor's Choice", the Distributor's choice brand should be of equal or better quality than the approved brand(s) listed, as interpreted by SBAC, or if "Distributor's choice" is listed alone in Column C the brand quoted must be equal or exceed the product description in Column B. "Buying Group" brands and codes are acceptable on processed (frozen and canned) fruits, vegetables, and juices. However, on further processed and manufactured foods, the Offeror shall quote a packer's brand. For example, a contractor may quote "Ore-Ida #1745" packed under the "Code Red Label". Whenever a "Distributor's Choice" brand(s) is quoted, the contractor shall type in the brand(s) and code(s) in Column C. Whether or not a distributor's choice brand meets the product requirement as stated in Column B is at the sole discretion of SBAC.
- 6.8 Units of Measure/Usage: The unit in Column G provides a basis for cost comparisons and full carton requirements. The usage quantity of units, shown in Column I serves to arrive at a total line cost in Column K and to calculate the total number of cartons. Offerors shall enter in Column J on the line provided the total number of usage cartons calculated for each item. Cartons will be rounded up to the nearest whole number. Whenever total pack size and cartons are already listed in Column D and the contractor wishes to quote a different pack size, he or she must strike through the pack size and cartons listed and enter the quoted pack size and converted number of cartons, which represent the units required, and enter in Column D.

- 6.9 Servings Per Case: Offerors shall enter the # of servings per case in Column E for the brand quoted.
- 6.10 Distributor's Code #: Offerors shall enter the internal product code for the brand(s) quoted in Column F. This number will be entered into the District's internal inventory software.
- 6.11 Product Cost: Offerors shall enter in Column H the unit product cost for the brands (including Distributor's Choice) proposed in Column C. Whenever requested by SBAC, these costs must be confirmed by submitting cost confirmations by packers or their representatives. An Offeror must submit a cost on a single approved brand for each and all items whenever the space is blank. In the event Offerors cannot obtain firm six-month prices on volatile price items, SBAC may issue an addendum omitting these lines from the Bid.
- 6.12 Total Costs: Offerors shall enter in Column K the total cost by multiplying the product cost in Column H by the usage units in Column I.
- 6.13 Cost Per Serving: Offeror's are requested to enter in Column L the cost per serving of the proposed item. Cost Per Serving is calculated by dividing the product cost (Column H) by the servings per case (Column E).
- 6.14 Product Descriptions: Column B provides the Offeror with a description of the products to be purchased, including portion or service sizes or grades and standards, as may be applicable. Offerors should fill in the information required on portion, serving size, etc. If there is a conflict between the product description in Column B and C and the approved brands in Column C, compliance with the approved brands shall prevail. SBAC, when evaluating Proposals, may request an Offeror to furnish, within three (3) days, further confirmations of grades and standards, copies of product specification sheets, and other product data, as may be required. When a product size is specified, 3.0 +/- for example, larger sizes are preferred because of appearance on the plate. For this reason, portions that are visibly smaller are acceptable only at the discretion of SBACs. Definitions of the terms used in Column B are as follows:

Breeding of Meat and Related Products: Identifications listed for meat and poultry require twenty-five percent (25%) breeding (or batter) at time of pack. Federal regulations require that breeding (for meat and poultry) cannot exceed thirty percent (30%) without modifying the name of the product. Packers of breaded meat and poultry products normally will certify that breeding at time of pack will range between twenty-four percent (24%), and twenty-eight percent (28%). Thus, twenty-five percent (25%) means "nominal". The contractor shall furnish, when requested, dated certificates from packers showing the range of breeding. If a product has a CN Label, then a breeding certificate is not required.

CN Label: Whenever a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.

Cooked/Raw:: Meats, poultry, and seafood are deemed to be raw (uncooked) unless the term "cooked" is used. The term "cooked", when used by SBAC, implies "fully" cooked unless a lesser degree of doneness is specified.

Grades: The grades specified by SBAC for fruits, juices, and vegetables refer to "Buying Group or Packer Grades" which meet the USDA Standards for grades, except as may be specifically indicated otherwise. **Buying Group** grades must conform to the Grade Brands and/or codes as published by a voluntary or corporate Buying Group. In order for **packer** grades to be approved by SBAC, the contractor must provide published evidence by packers that the brands and/or codes meet the grade requirement, or the packer must provide a letter certifying that the product meets the USDA grade standard. Acceptance is at the option of SBAC. Grade designations must appear on master cartons and Bills of Lading in terms of brand and/or code.

For example, a packer may publicly declare that all products packed under the company's "Lake Region" brand is Grade A; or a Buying Group might publicly declare that all products carrying a "Blue" Label (Monarch Blue, for example) meet the USDA Grade A requirements. If a packer uses published carton number codes to designate grade, these codes shall be supplied to SBAC, and appear on Bills of Lading. All grade designations, whether brand name, color code, or

number code, must appear on SBAC's cost list and delivery tickets. Acceptance of a grade statement, regardless of source except USDA Grade certificate or labels, is at the sole option of SBAC.

IMPS: Institutional Meat Purchase Specifications. If required, the packer must certify to the contractor that the product meets the IMP specification. These specifications standardize various fresh meat cuts or combination products for purpose of trade identification as to how they are cut, trimmed, ground, mixed, and blended. The following formulas of products may apply to the identification of some IMPS items utilized in this Bid:

Wieners:

Formula A - beef and pork (in any combination)

Formula B - beef, pork (beef is predominant)

Formula C - pork, beef (pork is predominant)

Formula D - beef

Formula L - reduced fat

Smoked Sausage:

Formula A - pork

Formula B - pork, beef (pork is predominant)

Formula C - beef, pork (beef is predominant)

Formula D - beef and pork, plus any one or any combination of beef tripe, beef heart meat, pork heart meat, beef tongue meat, and pork tongue meat.

Formula L - reduced fat

Bologna:

Formula A - beef and pork (in any combination)

Formula B - beef, pork (beef is predominant)

Formula C - pork, beef (pork is predominant)

Formula L - reduced fat

Lean Finely Textured (LFT) Beef:

USDA Beef Specifications allow the inclusion of up to 10 percent of LFT beef in coarse grind and up to 15 percent of LFT beef in all other ground beef products. LFT beef is derived from a process that separates beef from trimmings to reduce the overall fat content.

The Department of Agriculture (USDA) considers donated foods that contain lean finely textured (LFT) beef to be safe and nutritious. However, SBAC will not purchase products containing LFT beef and all applicable products.

SBAC may not approve products containing more than a "nominal" amount of dry milk or egg solids in lieu of meat. Milk or egg solids may be used in the breading. The definition of "nominal" means that in the judgment of SBAC officials egg or milk is not a primary protein ingredient.

IQF: "Individually Quick Frozen" means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel, either by air blast, nitrogen, or carbon dioxide.

M/MA: Meat or meat alternate as approved by the USDA-FNS guidelines.

MSG; Monosodium Glutamate: No products will be accepted with MSG unless pre-approved. Bidders who Bid a product (inadvertently) with MSG may be allowed to re-bid another acceptable product, at the options of SBAC.

French Fries; A strong preference is expressed for French Fries cooked in vegetable oil only, rather than all or part beef fat, palm oil, or coconut oil.

Nugget: Irregular shaped bite-sized meat, poultry, or fish product. In this Bid, nuggets may be made from chopped and formed meat, poultry, or seafood, and labeled "chopped and formed". If breaded, the identification must so stipulate. If not breaded, the identification may read "grilled-not breaded"

Patties: A product that is ground, chopped, or shaved, shaped, and formed. **Fillet:** A solid piece of meat that is not ground, chopped, or shaved, shaped or formed. **Cutlet:** A product that is formed mostly from thin slices of meat that are knitted together by means of cubing or frenching machines, or hand pounding - or as might be otherwise modified and labeled.

Fabricated Steaks: Product that bear steak names such as chuck wagon, country style, Salisbury, and Swiss are fabricated mainly from the steaking portions of beef (usually the round) mechanically tenderized, and further prepared in different ways according to the name descriptive. **Pepper Steak:** A fabricated steak (see above) containing green or red peppers.

Portion: The size of the finished product required for a single serving. **Pieces Per Portion:** Number of pieces of the finished product (nuggets, for example) required to make a portion.

Vegetable Protein Product: When specified, must meet the USDA Labeling requirement, unless otherwise stipulated.

White/Dark Blend: a blend of white and dark poultry meat, whereby the white is dominant.

Imported Products: Except for items such as coffee, coconut, mandarin oranges, olives, and pineapple, normally not produced in the U.S. commercially, the contractor shall not deliver imported products without pre-approval from SBAC.

Standards of Identity: all products purchased by the contractor must conform to U.S. minimum standards. Three (3) important Federal regulations pertaining to canned foods are listed below:

Net Container Quality - The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food, Drug, and Cosmetics Act regarding the individual specifications for standard of fill for the product as prescribed in 21 CFR, Part 100-169.

Fill of Containers - All products shall be filled as full as practical under good commercial packing practices without impairment of quality, and otherwise, in accord with Section 401 of the Federal food, Drug, and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR, Part 100-169).

Drained Weights - Drained weights of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug, and Cosmetics Act for drained weight, as prescribed in the individual specifications of each product in 21 CFR, Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade.

Abbreviations: CC = Commodity Credit: Bidder should Bid an item whereby the packer offers commodity credits. The cost quoted, however, should not include a credit or rebate. (CH) = Chilled, (CND) = Canned, (F) = Frozen, M/MA = Meat or meat alternate, W/VPP = With vegetable protein product. WO/VPP = Without vegetable protein product or other extender, (CR) = Certificate required, i.e., contractor or Bidder must provide certificate from packer, (CN) = Child nutrition, or (PP) = Portion pack.

TABLE A-1

Minimum percent flesh required on breaded fishery products that are graded or inspected by the U. S. Department of Commerce (UDC).

Product	UDC Grade A	PUFI ¹
Fish Fillets		
Raw Breaded Fillets	---- ²	50%
Precooked Breaded Fillets	----	50%
Precooked Crispy/Crunchy Fillets	----	50%
Precooked Battered Fish Fillets	----	40%
Fish Portions		
Raw Breaded Fish Portions	75%	50%
Precooked Breaded Fish Portions	65%	50%
Precooked Battered Fish Portions	----	40%
Fish Sticks		
Raw Breaded Fish Sticks	72%	50%
Precooked Breaded Fish Sticks	60%	50%
Precooked Battered Fish Sticks	----	40%
Shrimp		
Lightly Breaded Shrimp ³	65%	65%
Raw Breaded Shrimp	50%	50%
Precooked Crispy/Crunchy Shrimp	----	50%
Precooked Battered Shrimp	----	40%
Imitation Breaded Shrimp ⁴	----	No Minimum
Encouraged to Put % On Label.		
Miscellaneous		
Fish and Seafood Cakes	----	35%
Extruded and Breaded Products	----	35%

1 = PUFI - Packed Under Federal Inspection (and not graded).

2 = "----" means no USDA grading standard currently exists.

3 = FDA standards of identity require a minimum of 50% shrimp flesh by weight and if labeled *lightly breaded* must contain not less than 65% shrimp flesh.

4 = Any product with a standard of identity which contains less flesh than the standard calls for, must be labeled *imitation*.

5 = Flesh content on oyster products can only be determined on input weight basis during preparation.

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA		REQUEST FOR PROPOSAL Offeror Acknowledgement and Acceptance	
RFP TITLE: MAINLINE FOOD CONTRACT		RFP NO. 12-47	
DELIVERY F.O.B. DESTINATION: School Board of Alachua County, Florida & The North Florida Buying Group		ISSUE DATE: April 20 th , 2012	
		PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (352)955-7486	
RFP DUE DATE AND TIME: May 18 th , 2012 @ 3:00 PM Local Gainesville Time		RFP OPENING: Purchasing Department	

A mandatory pre-proposal meeting is scheduled for May 1, 2012, at 1 PM in the Kirby Smith Building .

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

OFFEROR NAME:

SIGNATURE OF OWNER OR
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

OFFEROR ADDRESS:

AREA CODE/PHONE #:

FAX #:

OFFEROR EMAIL ADDRESS:

OFFEROR WEB ADDRESS:

DATE:

TINE #:

PURCHASING CARDS: ☐ Not Applicable to this RFP ☒ Applicable to this RFP

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this RFP using the purchasing card. Acceptance of the P-Card may be a factor in award.

☐ Offeror does not accept the above condition.

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

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the RFP | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this RFP list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO PROPOSAL" FORM TO (352) 955-7486. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN OFFEROR'S REMOVAL FROM SBAC'S ACTIVE OFFERORS LIST.

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITES, AS WELL AS INFORMATION ON AWARDED CONTRACTS.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
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 proposal 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 proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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 participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
RFP #12-47 - MAINLINE FOO CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM

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

- A. If Offeror's performance either **is** anticipated to result in direct contact with students, or will give Offeror access to or control of school funds, then the screening standard is that Offeror may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Offeror's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Offeror may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435\(1\)\(a\)1.](#), relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Offeror's work is non-instructional in nature, then Offeror may be exempt from the background screening requirements above if Offeror meets one of the following criteria: **1)** Offeror is under the direct supervision of a School Board employee or contractor or one or more Offeror employees who have had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Offeror employees are physically present with Offeror when Offeror has access to a student and the access remains in the School Board employee's or the contractor's or the Offeror's employees' line of sight; **2)** Offeror is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Offeror submits evidence of meeting the following criteria: a) Offeror meets the screening standards in s. 435.04, b) Offeror's license or certificate is active and in good standing, if Offeror is a licensee or certificate-holder, c) Offeror has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Offeror is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Offeror's employer; **4)** Offeror is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Offeror remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Offeror provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Offeror is exempt as defined above, Offeror will be subject to a search of Offeror's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting an Offer in response to this RFP, Offeror swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Offeror agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Offeror's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF OFFEROR	RFP # AND TITLE
RFP #12-47 – MAINLINE FOOD CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable³, Offeror represents that it is either a

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

Or, a

- ☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

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

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

What is the expiration date on your MBE certificate: _____

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

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

NAME OF OFFEROR	RFP # AND TITLE
RFP #12-47 – MAINLINE FOOD CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

³ If Offeror is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this RFP to an S/MBE, then Offeror shall not execute this form.

INSURANCE CERTIFICATION FORM

This form ☒ is applicable ☐ is not applicable to the RFP.

Offeror shall, at Offeror's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Offeror:

Applicable ☒ Not Applicable ☐

Workers Compensation – Coverage A

- **Statutory**
- **An exemption certificate from the State will be required if Offeror claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Per Project Aggregate**
- **\$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

Comprehensive Automobile Liability (Combined Single Limit)

- **\$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Offeror shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* Offeror is **NOT** authorized to proceed with the services until all the insurance certificates have been received and accepted. Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Offeror's obligation to fulfill the insurance requirements herein.

By signing this form, Offeror warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Offeror. If selected for contract award, Offeror shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail to: 620 East University Avenue, Gainesville Florida, 32601; by express delivery or by hand to: 1817 E. University Avenue, Gainesville, Florida 32647; by facsimile transmission to: 352.955.7486).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

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

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT 1 – NFBG INFORMATION
SEE ELECTRONIC FILE – EXCEL SPREADSHEET

ATTACHMENT 2 - References

I _____ being of _____
 (Name/Title) (Name of Company)

Give The School Board of Alachua County, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE							
NAME:							
ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FAX NUMBER:			
STOP							
Remaining to be completed by reference							
TECHNICAL PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk							
Ability to identify and solve problems expeditiously							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again? <input type="checkbox"/> YES <input type="checkbox"/> NO							

Signature of Respondent: _____

Title of Respondent: _____

ATTACHMENT 3 – BOTTOM LINE FEE AND COST SHEET

Group A, Category 1, Category 2, and Category 3

- A. Category 1, Total Product Cost Amount: \$ _____
(Attachment 4, Product Cost Worksheets)
- B. Category 1, Total Case Count _____
(Attachment 4, Product Cost Worksheets)
- C. Category 2, Total Product Cost Amount: \$ _____
(Attachment 4, Product Cost Worksheets)
- D. Category 2, Total Case Count _____
(Attachment 4, Product Cost Worksheets)
- E. Category 3, Total Supplemental Product Cost Amount: \$ _____ 970,000 _____
(*2010-2011 Volume Amount-Plug-In Figure)
- F. Category 3, Total Case Count: _____ 15,983 _____
(*2010-2011 Volume Amount-Plug-In Figure)
- G. Fixed Fee for All Group A Products: \$ _____ x _____ = \$ _____
(Fixed Fee Per Case) (Total # Cases, Categories 1-3) (Total Fixed Fee, All Cases)
- H. Total Product Costs and Fixed Fee for Group A: \$ _____
-

Group B, USDA Commodity Foods and Product Storage

- A. Category 1, Jobber Fee Per Case: \$ _____
(Non-mandatory)
- B. Category 2, Jobber Fee Per Case: \$ _____
(Mandatory)

ATTACHMENT 4 – PRODUCT COST WORKSHEETS
SEE ELECTRONIC FILE – EXCEL SPREADSHEET