

FOOD SERVICE PRODUCT AND SUPPLIES, PBEG, Request For Proposal No. 1-0001KP

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL- DO NOT OPEN
SEALED PROPOSAL NO: <u>1-0001-KP</u>
TITLE OF PROPOSAL: <u>FOOD SERVICE PRODUCT AND SUPPLIES</u>
DUE DATE: <u>June 9, 2020</u>
TIME: <u>3:00 PM LOCAL TIME (CST)</u>
SUBMITTED BY: _____
(PRINT NAME OF COMPANY)

DELIVER TO: FOOD SERVICE PURCHASING DEPARTMENT PALM BAY EDUCATION GROUP 1104 BALBOA AVE PANAMA CITY, FL. 32401

PLEASE NOTE:

From time to time, addenda may be issued for this proposal. Any such addenda will be posted on the same website from which you obtained this proposal. www.palmbayprep.org
You should periodically check the website to download any addenda, which may have been issued.

It is the supplier's responsibility to ensure the Purchasing Department receives the documents according to proposal specifications. Proposals received after the noted due date and time will be returned unopened.

Bidders/suppliers should email any questions regarding this proposal to kathy.purdie@palmbayprep.org. The main point of contact for this proposal is Kathy Purdie, at 850-215-0770.

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Palm Bay Education Group

Food Service/Purchasing Department

1104 Balboa Ave. Panama City, Fl. 32401

850-215-0770

May 12, 2020

TO ALL INTERESTED PROPOSERS:

You are hereby invited by Palm Bay Education Group (PBEG) to submit a **Request For Proposal** on furnishing and delivering the following:

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Sealed proposals will be received at PBEG Purchasing Department, 1104 Balboa Ave. Panama City, Fl 32401 until 3:00p.m. (Central Time) on Tuesday June 9,2020. Normal business days are Monday through Friday, except holidays.

Proposals received in the Purchasing Department after the above specified time and date will not be considered and will be returned to the proposer unopened. No submissions or amendments made after the proposal opening shall be considered.

All Proposals will be publicly opened at the Purchasing Department. Each Proposal submitted to Purchasing shall have the following information clearly marked on the face of the envelope: Respondent's name, return address, RFP number, due date for proposals, and the title of the RFP. **Included in the envelope shall be one (1) signed (in blue ink) original copy of your proposal, five copies (5) of your proposal and one (1) electronic version on your Proposal on a USB drive in a usable PDF format.** Proposals must contain all information required to be included in the submittal, as described in this Solicitation. If multiple proposals are opened, they will be opened sequentially.

Products and/or services shall be in keeping with the specifications as prescribed in this proposal. Designation of a particular brand or make is not meant to restrict the proposal, but merely to indicate the type and quality desired.

The Board reserves the right to reject any or all proposals, request new proposals, consider alternate proposals, which meet the general specifications, set forth, and waive any informality. It also reserves the right to award proposals on such items and/or services it deems will best serve PBEG's interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors. In addition, PBEG reserves the right to create, and select suppliers from a "short list" in order to enter into negotiations with one or more suppliers with the intent of awarding a contract.

Awards will be made to the most responsive and responsible proposer (s) in the opinion of the Board.

Thank you,
Purchasing Department

Scope of Work and Specifications

Introduction:

The purpose and intent of this request for proposal is to select one (1) main-line food service distributor to warehouse and deliver all types of food products, including, but not limited to, main entrée, beverages, grocery/staple items, produce, and paper products for delivery to PBEG facility, and to secure firm fixed fee, for the specified contract period per the United States Department of Agriculture (USDA) requirements. Proposers must commit to maintaining and enforcing the highest levels of service quality and standards for the entire term of this contract and any subsequent renewal periods. The awarded supplier will be required to competitively bid the products that PBEG requests. The enrollment of PBEG 2020-2021 school year is approximately 750 students, which may fluctuate throughout the contract period and respective renewals.

The awarded distributor will be responsible for:

1. Frozen, Refrigerated, Grocery, and Dry Foods
 - a. The storage and delivery of specified products at a fixed fee
 - b. Ability to competitively bid new menu items or non-food items that are requested by PBEG at least twice during the school year
 - c. Deliver supplies and “emergency” products, as requested

Contract Period:

The contract period shall commence on July 1, 2020 and end on June 30, 2023. Fixed fees shall remain firm for this period and shall include All delivery and handling charges.

Renewal Options

By mutual consent of the parties, this contract may be renewed for three (3) additional one (1) year periods. The fixed fee per case shall remain firm for thirty-six (36) months from the effective date of this contract. Any and all goods added to the contract must be included in the contract amendment at the time of renewal.

Mandatory Pre-Bid Conference:

A mandatory pre-bid conference will be held at 1104 Balboa Ave., Panama City, FL 32401 on Tuesday May 26, 2020 starting promptly at 2:00 p.m. This is the time for all potential proposers to receive the benefit of answers to theirs and other’s questions firsthand. If you are not able to attend, you may send someone other than a company representative to this meeting. Please indicate this when signing in. It is imperative that all information be disseminated in a public forum with all potential proposers present to

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minimize confusion or misunderstanding. Additions or changes to the original solicitation documents resulting from this conference of a material nature will be documented in the form of written addenda and posted to the same website where you obtained this solicitation. Please note if you are late to the pre-bid conference, you WILL NOT be admitted attendance and will lose the eligibility to submit a proposal. Due to the Corona Virus, it may be necessary, to do this conference as a Tele a Conference. Call in information will be provided.

Bid Content & Submittal

Seven (7) copies one (1) signed (in blue ink) original, five copies (5) and one (1) electronic version on a USB drive in a usable PDF format. Each proposal shall include all information and submittals requested in this solicitation. Incomplete proposals may be declared nonresponsive.

Award:

This proposal shall be awarded on an All or None basis to the responsible proposer with the highest evaluation score.

Fixed Fees:

A single fixed fee shall be quoted per case. The fixed fee shall be bid in dollars and cents, not as a percentage. The distributor's fixed fees shall remain firm for the initial three-year contract period (until July 1, 2023 stated above) and shall include all overhead, profit and handling charges. The fee for broken cases shall be prorated based on the number of units ordered from the full case. PBEG will keep broken cases to a minimum: mostly spices, condiments and some non-food items. PBEG may grant fee increases or decreases prior to the contract renewal on July 1, 2023. Request for escalations must be in writing, be submitted with a minimum of 30 days' notice (no later than June 1st and include documentation of baseline cost and escalated costs for July 1st implementation, if granted). PBEG will review the appropriate data and send a report to the distributor concerning the calculations derived from granting or not granting increases as may be applicable.

Fuel Surcharges:

PBEG will not entertain proposals with clauses that allow suppliers to add fuel surcharges during periods of volatility in the petroleum market. Such proposals shall be rejected.

Pricing Calculations for Product Specifications:

The total expended price for each line item will be computed as follows:

1. FOB Shipping Carton Cost + Freight-Any bill backs=Product Cost per Case

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2. Product Cost per Case + Fixed Fee per Shipping Carton=Total Shipping Carton Cost

Initial Product Pricing:

The awarded food distribution supplier shall solicit competitive, firm pricing from manufacturers for all the items in which PBEG requests. The awarded supplier shall solicit costs for more than one approved product that meets the intended specifications. A single brand is inferred when one item is listed, but this product must still be bid with the term "or acceptable equal" accompanying it. A complete list of products will be given to the awarded food distributor.

Invoices:

The distributor will furnish a computerized invoice that will indicate quantities, unit price and extended price for each item. In the event, that PBEG is participating in a grant or other program, the Distributor may be required to create more than one invoice for each delivery. On the final page of the invoice, group totals for Food, Non-Food must be furnished. These totals combined but reflect the total of all the pages of the invoice.

Decimals and Rounding:

The cost to the PBEG shall be calculated as outlined below. The result of the calculation should appear on the invoice. product cost, plus the fee for service per case rounded to the nearest whole cent, which will be the invoice/delivered cost.

Example #1 Rounding Down

Product Cost: \$6.374 per case
Markup: \$1.230 per case
\$7.600 per case

Example #2 Rounding Up

Product Cost: \$6.377 per case
Markup: \$1.230 per case
\$7.610 per case

Acceptable Product Clause:

An Acceptable product is one that meets or surpasses the specification. PBEG FNS department will approve or reject all products and pricing.

New Product Procurement After Contract Award:

New items approved as acceptable brands may be purchased during this contract period. New items will be purchased according to the following procedure:

1. If requested, samples for testing shall be provided at no cost to PBEG. Each sample should include the product nutrition information and allergy information
2. If product is approved, Manufacturers shall submit a copy of their published supplier's price list, minus any discounts to PBEG FNS department
3. PBEG reserves the right to "shop the market" to locate the most competitive product.

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4. Purchase prices for new items will be determined by the supplier's price plus the distributor's fixed fees
5. PBEG reserves the right to change products as needed throughout the contract period.

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the program. Both parties shall agree that the aggregated value of added purchases during each year of this contract, if renewable, shall not exceed 10% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed 10%) of additional goods that will be allowed during the next contract renewal year.

Annual Price Solicitations:

Distributors shall be required to solicit product pricing annually. Original proposal prices must be submitted to the Director of Food and Nutrition Services prior to July 2020. These prices must remain firm until the next contract renewal date, after which time the awarded distributor must re-solicit pricing on approved brands or accept a six-month extension of price by packers currently being used. Price increases must be documented as the cost of the items received from the supplier, at this time a change of any approved brands and pricing may be made only with the proper authorization and approval from the designated PBEG FNS department representative. Note: The above pricing cycle shall repeat annually during the contract period.

Product Data Sheets:

The awarded distributor will need to provide product data sheets to PBEG upon request. These sheets will be required for all products. This must be provided within 3 working days after request. Data sheets shall include but not limited to; ingredient and nutrition statements, allergy information, pack sizes, and instructions for preparation and serving. The distributor must notify PBEG FNS department whenever there is a change of sources.

Delivery of Approved Brands:

A Distributor may not change from on approved product to another without written approval from PBEG FNS department during contract period. If product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to PBEG FNS department key person. The explanation shall include complete description of the item offered to replace the discontinued bid item.

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Food Recalls:

Distributor shall be expected to voluntarily comply with Federal 7 CFR 250 USDA Food Recalls plus the identification and recall of foods from the commercial and consumer marketplace. The distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and 24/7 communication with PBEG in the best effective and efficient manner

Product Information:

This proposal contains current product information used PBEG. The product descriptions listed in this proposal are specifications only to the extent that they specify the item to be used. They are not meant to be limitations for the awarded supplier when competitively bidding products.

Service Level:

The distributor shall provide the approved brand products, to the delivery site, within the specified times, in correct quantities in acceptable condition, at bid priced and accompanied by two correct invoices. The distributor shall fill all original orders on the scheduled delivery day. Non-delivered items shall be delivered within 24 hrs. of the scheduled delivery day or at the discretion of PBEG. It shall not be mandatory that the "next day" deliveries be made if PBEG agrees to an alternate time. The alternate time may even be the next regularly scheduled delivery date. If the distributor fails to perform, PBEG may exercise its right to terminate the contract for cause.

To facilitate this process, the distributor will be responsible for the following:

1. Issues/Problems
 - a. Discussing substitutions and shortages with PBEG FNS Purchasing Supervisor or other designated PBEG representative.
 - b. Facilitate approval of substitutions
 - c. Finalize orders for delivery
 - d. Review discrepancies with respect to shortages, errors, and pricing mistakes after deliveries
 - e. Coordinate scheduling of emergency deliveries
 - f. Process changes and schedule re-deliveries, as needed
2. Menu analysis: PBEG will work with the distributor on purchasing requirements against cycle menus to ensure correct par levels are being ordered and communicate any limited time offers being brought in for one-time use.
3. Orders: Screen orders, discuss orders with PBEG FNS Operations staff on a weekly basis, ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery and screen delivered orders for shortages, errors, and pricing mistakes.

Item Substitutions and Out-of-Stocks:

Substitutions cannot be made without prior approval from PBEG FNS Operations staff. Substituted products must be of the same or higher quality as the approved bid brands and must be delivered at the same products must be of the same or higher quality as the approved bid brands and must be delivered

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at the same or lower prices as the approved brand. Out-of-stocks and substitutions must be so indicated as “out-of-stock” on delivery receipts and invoices. To assist in maintaining adequate inventory levels, the distributor will be provided a set of School Food Service cycle menus as soon as they are available. Any menu revisions will be provided in a timely manner. Awardee shall notify PBEG FNS department for approval whenever there is a change of sources, i.e. when foreign sources are substituted for domestic sources due to a shortage of supplies etc.

Residual Inventory:

Usage figures furnished in this proposal and used to determine the successful distributor are estimates and are not to be misconstrued as firm quantities. Stockpiling of inventory on PBEG’s behalf is discouraged

Quality Assurance:

Any items suspected of not meeting specifications may be pulled and sent to a USDA laboratory for analysis. If test analysis reveals the product fails to comply in all respects to the requested specifications, the supplier will be billed for the cost of the testing.

Distributor’s Inventory:

The contracted distributor shall order supplies from sources in economical quantities and maintain inventories at an ample level to prevent out-of-stock situations, while avoiding excessive inventories, which might compromise product integrity. Product substitutions due to out-of-stock situations should be held to an absolute minimum. Excessive out-of-stock occurrences may be cause for contract termination. The PBG FNS department will review and consolidate orders and transmit orders electronically to the distributor’s headquarters with adequate lead time for ordering. All products will be in acceptable condition.

Delivery:

Delivery is required a maximum of one (1) day per week. Delivery hours are listed below and shall be completed by 1:00 p.m. (Central Time)

6:00 a.m. to 1:00 p.m. (Central Time)

Domestic Product:

The National School Lunch Program supports US Agriculture through the products we purchase for our schools. As per the BUY AMERICAN provision (7 CFR PART 210.21 (d)-Section 104(d) of the William FI Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLP (42 USC 1760(n), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 2(n) of the NSLP defines, “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as

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territories of the United States. The BUY AMERICAN provision (7 CFR, Part 210.21(d) is one of the procurement standard SFAs must comply with when purchasing commercial food products served in the school meals programs.

Non-Domestic Product:

The PBEG FNS department will not accept products produced outside of the United States. The only exceptions are coffee, mandarin oranges, olives, bananas, and pineapples. If there are items, that PBEG FNS department are requesting to order and the distributor cannot source from the United States, prior PBEG FNS approval must be obtained before orders are placed. The distributor shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food. The distributor shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

USDA Commodity Foods:

Currently PBEG will utilize the state's warehouse. During the term(s) of a contract awarded under this solicitation, it may become necessary and benefit the program to utilize the awardee's facilities for USDA Commodity Foods. This would be mutually agreed upon and follow all Federal, State guidelines.

Produce:

PBEG FNS department along with the distributor shall provide the supply, delivery, and service of fresh, high quality, seasonal, and local produce items to our students. The awarded distributor shall be able to supply produce that is U.S. #1 Commercial, unless otherwise stated. All items shall be packed to the Standard for the USDA Grade and Size. All items must be labeled by brand name, product code, and/or any other identification which clearly identifies the product when delivered. Site managers have the right to refuse products that do not meet quality standards. The awarded distributor must have a system in place that provides for quality control and the delivery of product at consistent and specified quality levels along with a system of safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation.

1. Local Produce:

The District requires the availability to purchase locally grown produce when in season. Local grown produce will be made available on student menus. Locally grown produce is defined as "seasonal produce grown in the State of Florida". Locally grown produce enhances the freshness and nutritional value of the fresh produce, decreases the transport time (food miles) and fuel costs, and supports the local economy. Locally grown produce shall be identified and featured on the ordering guide as often as economically and seasonally feasible. The awarded distributor is to assure that Good Agricultural Practice (GAP) letters are available and on file from all farmers and suppliers utilized.

2. Fresh Fruit and Vegetable Program (FFVP)

PBEG currently is not participating in FFVP but may in the future. At which time the distributor would receive a monthly calendar from PBEG FNS department, with the desired fruit to be served. Orders would be transmitted weekly.

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Discounts, Rebates, and Credits:

The awarded supplier(s) shall Credit the PBEG FNS department account for any discounts, rebates, or credits received through by any third party used to fulfill the PBEG FNS department orders for goods or services.

Prohibition of Gratuities:

By submission this proposal, the proposer certifies that no employee of PBEG has or shall benefit financially or materially from such a proposal or subsequent contract. Any contract issued as result of this proposal may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Emergencies:

In the event of strikes, fires, or other emergency situations, deliveries will be adjusted accordingly. The supplier shall be responsible for any additional special deliveries required in the case of emergency. On occasion, emergency items including water may need to be delivered to another location. This location would be agreed upon with PBEG FNS department and distributor representative.

Ordering Process:

All orders will come from PBEG FNS office electronically. No orders shall be faxed or emailed. There will be a mutually agreed upon ordering schedule. PBEG FNS department reserves the right to add or delete to orders by 10:00 a.m. on the day prior to the delivery. Additions and deletions prior to shipment is a critical function needed to ensure the proper inventory is at the schools to follow all nutritional guidelines per United States Department of Agriculture National School Lunch Program.

All orders must be screened by the distributor, discrepancies clarified with PBEG FNS and adjustments made 24 hours prior to scheduled delivery.

The distributor will maintain sanitary conditions and otherwise meet Florida Department of Health standards in addition to local standards. As following:

Required Temperatures –

Frozen 0*to -10*F,

Chilled 33* to 41*F,

Dry 50* to 70*F

If needed, the distributor shall provide adequate on-site training of PBEG FNS office personnel on the use of their electronic ordering system at no additional cost to PBEG.

Order Communication:

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The distributor is required to receive and upload weekly orders electronically. Any ordering and invoicing system must be approved by PBEG and have the capability of interfacing with the Food Service System the chooses to use one. The distributor must have successful experience with electronic ordering and invoicing with a school district or other customer that submits weekly orders after PBEG approval. Please provide the name of a School District or Company and contact to verify information.

Invoicing:

The distributor is required to transmit all invoices weekly via e-mail. Monthly statements shall be made through email or on the supplier's website.

Reports:

The successful bidder must provide the following reports and not limited to the below for all items on the bid to PBEG FNS Operation Team. These reports must be made available electronically for the PBEG to pull at will.

1. **Cost Management Report:** the distributor will provide PBEG with a comprehensive cost-comparison report every six months. This report shall include by item, the current cost, cost for the next six months as well as the usage for the previous six-month period. If pack size, portion size, or brand has changed, it must be noted next to each item.
2. **Price Report:** The distributor must provide a price list for each bid period which lists; Distributor's product number, total product price to PBEG to include the distribution charge. This report must be supplied, and product price approved before any product can be ordered or purchased on PBEG behalf.
3. **Utilization Report:** Monthly, the distributor shall provide separate monthly and year-to-date utilization report by items in terms of units and dollars for the current year and previous years as requested. These reports shall be prepared so that it can be sorted by distributor item number sequence, alphabetical by items, or in descending order of dollars spent for the previous twelve months. They must be supplied to PBEG electronically, in the form of an excel spreadsheet. In addition, a separate report by supplier may be requested for the purpose of rebates. In this case, the supplier, item, and usage by month need to be included.
4. **Accounts Payable:** Distributor shall provide PBEG with a monthly Accounts receivable report for reconciliation of payments and credits.

Delivery:

- A. Current delivery site is at 1104 Balboa Ave. Panama City, Fla. PBEG will provide school name, location, contact name, phone number, and school calendar to the awarded distributor. The awarded supplier shall on a regular basis deliver one (1) day per week. This day shall have been determined prior to award of the contract. There shall be times during the school year where the awarded distributor shall be required to deliver outside of the determined one (1) day to accommodate school breaks. These delivery date alternations shall not incur any

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extra cost to PBEG. The school calendar will provide notification of the opening day of school and non-school days so that special arrangements may be made for delivery. The awarded bidder/ proposer shall receive four (4) weeks prior to the first delivery, a delivery schedule.

- B. Other delivery sites may be added during the contract. These sites may consist of newly constructed facilities, building renovations, equipment failures, and or an emergency due to natural disasters or any unforeseen event that renders the school undeliverable.
- C. Due to school holidays and breaks, deliveries may be required on a day other than the regularly scheduled delivery day. This day will be mutually agreed upon by PBEG and the distributor.
- D. If the distributor is not able to deliver on the date requested by PBEG and as a result additional costs are incurred by PBEG (i.e. more labor hours) this additional cost will be paid by the distributor. The distributor shall schedule opening school deliveries on days after school food service managers, report to work, and prior to the first school day of each school year.
- E. This contract shall not sublet to a third party for deliveries. Deliveries must be made in dual or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. Temperatures are required to be: Frozen 0*to-10*F, Chilled 33*to40*F, Canned/Dry 50* to 70*F. All vehicles will be clean and sanitary (free of dirt, sand, grease or other foreign material). PBEG has the right to refuse shipment if the food appears to be refrozen or in unsanitary vehicles.
- F. Drivers must deliver products into dry storage, freezer, or cooler rooms as designated by the cafeteria manager. Drivers are not required to place products on shelves or remove containers from master cartons. If items are omitted from an order by the distributor or is delivered in unacceptable condition (defrosted frozen product or damaged container for example), a replacement delivery may be requested to be delivered within 24 hours, or at a longer time span if approved by PBEG FNS office. If an extra delivery is required due to PBEG error, a distributor may require a minimum order. At the time of delivery, the driver shall leave one copy of a properly executed invoice or delivery ticket. If there are discrepancies noted at this time, they must be shown on the invoice. This document must show the amount of each article with bid prices and extensions accurately listed. PBEG designee must sign all copies of the invoice/delivery ticker as authorization for payment. All deliveries shall conform in every respect to any Federal, State, County, and local laws relating to products under contract.
- G. The awarded proposer shall ensure that all drivers have been fully trained, in uniform with identification badge, neatly groomed, and have a professional appearance. They must conduct themselves in a respectable and courteous manner while performing duties and while at any PBEG facility.
- H. All drivers shall be in the line of sight of a PBEG manager/employee during deliveries. For the safety of the students and staff, all exterior doors to the cafeteria shall not remain open during delivery.
- I. The following requirements are also necessary:

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1. Emergency Deliveries may be required and are defined as phone in, or e-mail orders placed by PBEG FNS department designee. These orders may be placed due to theft, food spoilage, emergency changes, etc.
2. Special Purchase Deliveries are defined, as phone in, or e-mail orders placed by PBEG FNS department for special menus, functions, field trips, etc. All special purchases (any items not awarded on a contract) must be approved through PBEG FNS department prior to delivery.
3. In the event of vehicle breakdown or other delay, the awarded distributor must have a contingency plan for immediate recovery. Any changes to this plan shall be submitted to PBEG FNS department prior to the beginning of each school year. The successful distributor will be responsible to ensure the items are delivered to the school as scheduled. The distributor will be responsible for notifying PBEG FNS department of delivery delays and re-schedule a delivery if requested.
4. Delivery vehicles must not hinder traffic flow or student safety.

Audits: PBEG personnel, or their appointed representatives, will audit the distributor's records annually relative to any transaction conducted under the provision of this contract.

Audits may be made of a distributor's cost records as follows:

1. Items must be supported by 3rd party invoice or manufacturer's price quotes
2. At any time, reviews indicate that a problem might exist

The Distributor shall provide acceptable documentation as follows:

1. Manufacturers Price Quotes
2. Inventory Records
3. Market Bulletins
4. Bill Backs
5. Backhaul credits

In addition to auditing manufacturer's prices quotes, invoice prices, and extensions against current price lists, PBEG may also audit third party market bulletins for price petitions. Cost may be audited on a full or sample basis, at contract startup, quarterly, or without notice to the distributor. Audits may be made by mail or by personal visits to the distributor's facility. PBEG reserves the right to audit original documents.

Customer Service:

The distributor is expected to provide service in a cooperative manner and otherwise assist PBEG in providing palatable and nutritious foods. The distributor shall appoint a contract administrator who will be immediately accessible to resolve problems as they arise. The contract administrator shall meet with or call PBEG Food and Nutrition Services Operations Coordinator, or designee to solicit feedback weekly or otherwise, as may be mutually agreed upon to assure schools receive quality service.

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Distributor's Minimum Qualifications**

The below criteria must be submitted as part of the proposal. PBEG reserves the right to ascertain, subsequent to the bid opening, whether a supplier, new or otherwise, meets the requirements to be considered a responsible bidder. Bidders must demonstrate to PBEG officials that they have the capacity to procure, store and deliver merchandise requested in this solicitation in the volumes necessary to efficiently administer the provisions of any resulting contract. The facilities and operating practices must, always, be in compliance with all Federal laws, as well as all State and local statutes, regulations, and ordinances. If it is determined by PBEG review committee that a bidder is not responsible and the determination is substantiated to the satisfaction of the Purchasing Department and the Food and Nutrition Services Department, the proposal submitted by that supplier will be rejected. The criteria used to determine responsibility shall include, but not be limited to, the following:

1. **Delivery Ability:** Proposers must have a record or otherwise demonstrate to PBEG officials their ability to promptly and efficiently deliver all the approved items as specified in this proposal. Define your organizational structure, current number of customers, confirm that proposer can deliver to PBEG maximum of one (1) day per week to its facility.
2. **New Product Bid Submission:** Proposer must have in place a department that can submit pricing requests for food or non-food items that follow all procurement regulations for Federally funded programs. Supply your current new product bid procedure.
3. **Capacity:** Proposers may be required to participate in an on-site facility review by PBEG committee to show that they have the physical capacity to procure and store the merchandise covered by the contract. Details of your facility should be submitted.
4. **Reliability:** A distributor may be considered non-responsive if for any reasons, other than Acts of God they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with PBEG officials on critical matters relating to this contract.
5. **Accounting Procedures:** To be considered for award, the proposer must clearly demonstrate to PBEG officials the capability to provide accurate, reliable, and timely invoices, statements, utilization reports, and credits. Furthermore, they must demonstrate the ability and capability to provide any and all data necessary to accomplish accurate and timely cost audits on items being purchased. Detail your current billing structure that would be used for PBEG.
6. **Facilities and Equipment:** Proposers must have the warehouse facilities required to safely and securely store the products required by these specifications. Refrigeration facilities used for storing chilled and frozen products must meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled foods shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. PBEG reserves the right to qualify any and all proposers and to reject any proposer not possessing adequate warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and

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delivery of the items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug and Cosmetic Act as well as any State and local Statute, Regulation, or Ordinance. Supply the current facilities specifications that would be used to house PBEG product.

7. **Delivery Equipment:** Proposers must show evidence of ownership or written evidence of long-term lease for delivery vehicles necessary to effect efficient day-to-day delivery schedules from start-up. PBEG does not presume to dictate the type of vehicles necessary to maintain and efficient day-to-day delivery schedule, however: proposers should know that the delivery site does not provide state-of-the-art unloading and food handling facilities. Supply evidence of ownership for delivery vehicles.
8. **Recall Process:** The proposer shall show evidence of protocols in place to respond to a product recall related to the following objectives:
 - a. Providing accurate and timely communication to PBEG regarding a food recall.
 - b. Ensuring removal of unsafe products from school sites in an expedient, effective and efficient manner
 - c. Streamlining the process for reimbursement for recalled product.
Supply current Recall Process.
9. **Distribution Center:** The proposer shall provide:
 - a. The address of the distribution center that would serve PBEG under this contract
 - b. The last three (3) pest control inspection reports.

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Cost Schedule-Fixed Fee Cost

DESCRIPTION OF SERVICES	FIXED FEE PER CASE
Food and Supply Distribution Services	\$

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Evaluation Criteria:

Since products, service, and efficiency are a mandatory part of the requirements of this proposal, quality of service, presentation, documentation, and price will be considered in determining the award. The proposal shall be awarded based on the best evaluated Food Distribution program for PBEG and recommended for approval by the Board.

SUBJECT MATTER	POINTS
Distributor’s Minimum Qualifications <ul style="list-style-type: none"> • Delivery Ability • New Product Pricing • Capacity Reliability • Reporting Option • Accounting Procedures, Facilities and Equipment • Recall Process 	35
Financial Capability and Stability <ul style="list-style-type: none"> • Based on a statement regarding Proposer’s financial stability, audited financial statement for the most current fiscal year from an independent CPA firm 	15
References and Contacts <ul style="list-style-type: none"> • References/Length of relationship/number of other school districts using this supplier 	10
Total Program Cost <ul style="list-style-type: none"> • Fixed Fee Cost Sheet 	40
Total	100

Presentations/Interviews:

After evaluation of proposals, the evaluation committee may select qualified suppliers to make presentations, if required. Companies will be contacted for presentations, which will be held at PBEG 1104 Balboa Ave. Panama City, Fl. 32401. Presentations are mandatory for selected suppliers.

Quality of Presentation (If Required) <ul style="list-style-type: none"> • Familiarity with School Food Service Environment • Value Added Services 	25
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Total Points	125
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Note: Responses to the following are mandatory specifications. If any of the below are not submitted, your proposal may be considered non-responsive.

Submittal Checklist

The following submittals shall be included with your proposal. Please submit one (1) original along with five (5) exact duplicate copies for a total of six (6) proposals. In addition, include an exact copy on a USB flash drive usable PDF format. Proposals received without the proper documentation may be considered non-responsive and will not be considered for award.

____ OSHA Training Certification

____ Audited Financial Statement for the most current fiscal year from an independent CPA Firm or similar financial risk assessment report

____ Distribution Minimum Qualifications as listed in this proposal

____ Copy of Certificate of Liability Insurance/Workers Compensation Certificate

____ Cost Schedule Form as listed in this proposal

____ References from Florida School Districts-Reference Form as listed in this proposal

____ Completed Drug Free Workplace Certification Form as listed in this proposal

____ Completed Federal Debarment Certification as listed in this proposal

____ Scrutinized Company Certification as listed in this proposal

____ Byrd Anti-Lobbying Amendment as listed in this proposal

____ Signature Page as listed in this proposal

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Attachments

These attachments are included as separate documents for the RFP.

- Attachment #1 -School District Delivery Site Addressee(s)
- Attachment #2- Product List

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Key Events & Dates

May 12, 2020	Bid notice e-mailed to prospective bidders & bidding documents posted on PBEG Website
May 26, 2020	Mandatory Pre-Bid Conference located at 1104 Balboa Ave. Panama City, Fla. 32401
May 28, 2020	Questions/Clarifications Due
June 2, 2020	Addenda posted to PBEG Website__www.palmbayprep.org
June 9, 2020	Proposals due in Purchasing @ 3:00 p.m. C.T. Public bid opening to follow immediately thereafter in the Purchasing Department at 1104 Balboa Ave. Panama City, Fla. 32401
June 11, 2020	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be located at 1104 Balboa Ave. Panama City, Fla. 32401
June 15, 2020	Supplier Presentations (if Required) will be located at 1104 Balboa Ave. Panama City Fla. 32401
June 17, 2020	Notice of Intent to Award posted on PBEG Website__www.palmbayprep.org_____
June 18, 2020	School Board Award of Bid

If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

Palm Bay Education Group
Purchasing Department
1104 Balboa Ave.
Panama City, Fla. 32401

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The Proposer acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Proposers contained in this proposal.

PURCHASES BY OTHER PUBLIC AGENCIES- With the consent and agreement of the successful proposer(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. PBEG shall issue prior approval before consent can be granted for the use of this contract.

The Proposer further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of proposals.

The Proposer proposes and agrees, if this proposal is accepted, to contract with PBEG of Bay County Fla. In the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, PBEG 1104 Balboa Ave. Panama City, Fla. 32401

Additional Purchases: In the event additional purchases are desired, prices shall remain in effect through

Date: _____

Reference Form Instructions:

Proposers are to provide the completed reference form with the information indicated below about their experience with food distribution services and about their company. Responses must be provided and submitted with the proposal, in time for proposal opening. Failure to provide the information requested may result in the proposal being considered non-responsive.

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A. Information about recent and current contracts:

1. Provide two (2) Florida small sized or larger school districts where the proposer has an awarded contract in place and has been for at least three (3) years. These references must use this distributor as their primary produce distributor as well as their primary grocery distributor.
2. **The references should:**
 - a. Contain a minimum of 300 different food items.
 - b. Once a week delivery
 - c. Have an electronic ordering and invoicing system in place.

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REFERENCE FORM-Supplier must send this form to their reference for completion and return the completed form with the bid submittal. Supplier must return a minimum of two (2) completed forms.

Supplier Name: _____

Palm Bay Education Group is authorized to check our company's previous performance and contact references.

Authorizing Signature (Respondent):

REFERENCE
COMPANY NAME:
COMPANY ADDRESS:
CONTACT PERSON:
EMAIL ADDRESS:
PHONE NUMBER:

The reference should complete the following:		
SUPPLIER PERFORMANCE PLEASE CHECK YES or NO		
CUSTOMER SATISFACTION/RATING	YES	NO
Able to meet District ordering demands as agreed per contract?		
Able to supply weekly fresh fruit and vegetables that meet "BUY AMERICAN" provision?		
Do you transmit your orders electronically to the supplier?		
Did the contractor quote the project correctly?		
Does the supplier submit accurate invoices?		
Would you use this Contractor again?		

Comments: _____

Signature of Reference

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the united states or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

SUPPLIERS SIGNATURE/DATE

COMPANY NAME

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

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (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 participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

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INSTRUCTIONS FOR FEDERAL DEBARMENT CERTIFICATION

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

SCRUTINIZED COMPANY CERTIFICATION

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

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

SUPPLIER/COMPANY NAME: _____

SIGNATURE and DATE: _____

NAME AND TITLE: _____

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

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**Byrd Anti-Lobbying Amendment
31 U.S.C. § 1352 (as amended) CERTIFICATION**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard FormLLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Representative

Date

Name and Title of Authorized Representative

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BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of bidder: _____

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

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be nonresponsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

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

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

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The Proposer affirms that this proposal is submitted without any previous understandings, agreements, or connections with any person, firm, or corporation submitting a proposal for the same materials/services, and, is in all respects fair and without collusion or fraud.

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Proposer agrees to comply with the provisions of the Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Department of Agriculture 7 CFR 15,15a, & 15b FNS instructions 113-1.

By signing this agreement, the Proposer acknowledges that he/she is an authorized representative of the company submitting this proposal and has read and understands these documents.

Florida Document Number (from sunbiz.org): _____

Registration Type: ___ **Sole Proprietorship - Individual** ___ **Fictitious Name**

___ **Out of State (Foreign) Corporation** ___ **In State Corporation** ___ **Exempt**

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ **DATE** _____

FAX NUMBER: _____

***SIGNATURE: (Blue Ball Point Pen Only)** _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

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General Terms and Conditions

General Respondents Information: Interested suppliers are advised that PBEG will not consider proposals which contain an escalation clause. It is understood that normal proposal processing time will be 30-60 days after opening date of proposal and that prices reflected by this proposal will be firm through proposal processing time and the delivery of items rewarded.

Respondent's Liability: Respondents are expected to examine the specifications and all special and general conditions, requirements and instructions. Failure to follow the instructions contained in the proposal for completion of a proposal response is cause for rejection of a proposal.

Conflicts of Interest and Kickbacks: Any Respondent giving or offering to any employee and/or official of PBEG, either directly or indirectly, any rebate, percentage of contract, Money or other things of value as an inducement or intended inducement, in the procurement of this or any other proposal shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

Division of Corporations Registration Requirements: Suppliers who are required to be registered with the Division of corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered suppliers must have an active status in order to be eligible to do business with PEG. Proposals received from suppliers with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org.

Public Records: Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when PBEG receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below. A Supplier's response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Supplier's response (including), without limitation, technical and price information) will be a matter of public record subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to PBEG's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt Under Chapter 119, Florida Statutes. The response, upon submission shall be the property of PBEG (except those parts asserted to be exempt in the manner set forth below), and PEG, in its sole discretion, shall have the right to use, reproduce, and disseminate the response, PBEG reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to PBEG which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to

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segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the response or other document in which the content is set forth.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Carla Lovett
1104 Balboa Avenue
Panama City, Florida 32401
Phone 850-215-0770
Email Carla.lovett@palmbayprep.org

Bidders should email any questions regarding this bid/proposal to Kathy Purdie, kathy.purdie@palmbayprep.org, see "Key Events & Dates" section for deadline dates.

Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. The Respondent shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful Respondent must not be in violation of any zoning or other ordinances in the performance of this contract.

Indemnity: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the Respondent agrees to indemnify and hold PBEG harmless from all third party claims and all costs, including attorney's fees incurred by PBEG in defending same to the extent such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

Form: Proposals must be typed or printed in ink on the Form of Proposal enclosed herewith and returned in a sealed envelope. Proposals which do not bear the original signature of an authorized representative in **BLUE BALL POINT PEN** on the Form of Proposal or are completed in pencil will be considered nonresponsive.

Line Item Proposal Corrections: The use of correction fluid or erasures to correct line item proposal prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected proposals will be considered nonresponsive for the corrected items only.

Addenda to Proposals: From time to time, addenda's may be issued to this proposal. Any such addenda will be posted on www.palmbayprep.org. Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

Ex Parte Communication: To assure proper and fair evaluation of submissions, after submissions are received PBEG prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any PBEG official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication

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between a submitter and PBEG will be initiated by the appropriate PBEG official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

Variance to Proposal Documents: For the purpose of proposal evaluation, Respondents must clearly stipulate any or all variances to the proposal documents or specifications, no matter how slight. If variations are not stated in the supplier's proposal it shall be construed that the proposal submitted fully complies in every respect with our proposal documents.

Minor Irregularities /Right to Reject: PBEG reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if PBEG determines that doing so shall serve PBEGs' best interests. PBEG may reject any response not submitted in the manner specified by the solicitation documents.

Proposal Opening: Shall be public at 3:00 p.m. Central time, June 2, 2020 in PBEG purchasing office, 1104 Balboa Ave. Panama City, Fla. 32401. It is the Respondent's responsibility to assure that the proposal is delivered at the proper time and place of proposal opening. No submissions or amendments made after proposal opening shall be considered.

PROPOSALS RECEIVED BY TELEPHONE, TELEGRAPH, EMAIL, OR FACSIMILE MACHINES SHALL BE CONSIDERED NON-RESPONSIVE.

Clarifications of Revisions: Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

Evaluation Committee Meeting: Evaluation meetings will be open to the public pursuant to Florida State Statue 286.011 and notice on PBEG Web Site- www.palmbayprep.org and on PBEG bulletin board located in the lobby at PBEG, 1104 Balboa Ave. Panama City, Fla. 32401. Any portion of a public meeting at which a negotiation with a supplier is conducted pursuant to a competitive solicitation at which a supplier makes an oral presentation as part of the competitive solicitation, or at which a supplier answers questions as part of a competitive solicitation is exempt from Florida Statue 286.011.

Respondent's Errors: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after proposal opening shall be considered.

Authority: PBEG is the sole legal entity having authority to award a proposal to any agreement resulting from this invitation. PBEGs' Executive Director is delegated the authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement.

Awards: PBEG reserves the right to make award(s) on an individual, multiple, lump sum, or low total basis.

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Notice of Intent to Award Proposals: Once proposals are evaluated and a recommendation for award is determined, a Notice of Intent to Award will be posted on www.palmbayprep.org. The recommendation for award is not official until this notice is posted.

Cancellation or Changes in Specifications: PBEG reserves the right to cancel an awarded proposal without penalty or negotiate changes to specifications as required by changes to local, State or U.S. Government regulations concerning the contents of products desired.

Proposal Tabulations: After approval by PBEG, tabulations will be available for review on www.palmbayprep.org.

Dispute: Proposal tabulations with recommendations will be posted on www.palmbayprep.org. A Respondent who wishes to file a protest pertaining to a proposal must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by PBEG's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within 72 hours after the posting of the proposal tabulation or Notice of Intent to Award and shall file a formal written protest within 10 calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plan and specification or intended project plan be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72hour time periods provided in this paragraph. Any person who files an action protesting a decision or intended decision pertaining to a proposal pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to PBEG in an amount equal to 1% of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00 which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to PBEG will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, PBEG prevails, it shall recover all costs and charges which shall be included in the final order or judgement, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from PBEG all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Budgetary Limitations: PBEG reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

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Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the supplier of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to PBEG.

Noncompliance with Contract: It is expected that the service contract will be for the initial period of **July 1, 2020 through June 30, 2023**. Any deviation from the awarded contract period or cancellation of any items awarded may result in your company being barred from doing business with PBEG. Other assessments as outlined elsewhere in this document may also apply. Multi-year contracts will automatically renew for 1year period during the initial contract period above, unless PBEG notifies the supplier of intent to rebid or negotiate new terms 90 days prior to the contract anniversary date. Termination for cause includes terminations under 287.135, Florida Statute

Proposal Renewal: By mutual consent of PBEG and the successful Respondent, this contract may be renewed or renegotiated for 3 additional 1year periods.

Cancellation: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by PBEG via either of these two methods at PBEG's sole discretion:

In the event any of the provisions of the awarded proposal are violated by the supplier, PBEG may give written notice to the supplier stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to PBEG's reasonable satisfaction within 5 days of the suppliers receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the supplier; or PBEG may terminate any agreement resulting from this invitation at any time, with or without cause, upon 30 days written notice to the other party.

Purchase Terms and Conditions: This proposal agreement and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. PBEG will not accept proposed terms and conditions that are different than those contained in the Request for Proposal, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, supplier agrees to not submit to any PBEG employee, for signature, and document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on PBEG.

Tax Exemptions: When purchasing directly from a supplier PBEG Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Payment Terms: The standard payment terms for PBEG are Net 30

Invoices: Invoices and monthly statements shall be sent electronically to kathy.purdie@palmbayprep.org or any other determined exchange set forth by PBEG. Additional invoicing requirements listed in the Scope of Work and Specifications must be followed. A separate invoice is required and is to be accompanied by a copy of each delivery ticket issued to the location at the time of delivery.

Purchases by Other Public Agencies: With the consent and agreement of the successful Respondent, purchases may be made under this proposal by other governmental agencies within the State of Florida.

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Such purchases shall be governed by the same terms and conditions as stated herein. PBEG shall issue prior approval before consent can be granted for the use of this contract.

School District Policy: In accordance with PBEG Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of PBEG has any financial interest. No contract for goods or services may be made with any business entity in which Executive Director, Board Member or their spouse or child has an employment relationship or a material interest. No PBEG employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

Compliance Requirements: Suppliers/Proposers acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by PBEG, which property may at various times during construction be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the supplier/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of supplier/proposer to comply with any of these provisions and instructions may result in the termination of this contract by PBEG.

Minimum Order: Proposals requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of PBEG

Over Shipments/Incorrect Shipments: Suppliers will be notified of over shipments and/or incorrect shipments. If return authorization is not received within 30 days, such items shall be considered as donations to PBEG

Delivery Notice: Suppliers shall notify PBEG 48 hours prior to delivery to ensure availability of receiving personnel. PBEG reserves the right of refusal at delivery location if prior notice has not been received.

Freight Charges: Successful proposer shall ship all materials F.O.B Destination. Shipments sent freight collect will be subject to refusal at receiving point.

Freight Claims: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

Units of Measure and Lot Sizes: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different from the quantity listed, it shall be the supplier's responsibility to convert the proposal price to the requested unit of measure. Proposals received for items, which have not been converted to the requested units of measure, shall be considered nonresponsive for that item. Additionally, proposers must indicate the units of measure they are able to supply.

Non-Exclusive Agreement: This proposal does not establish an exclusive arrangement between PBEG and supplier. PBEG reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein when it is to the economic benefit to PBEG.

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The unrestricted right to separately propose any work, products, or services as described herein when it is to PBEG economic benefit.

Standards of Conduct: Suppliers awarded a contract will be held to the same standards of conduct as employees of PBEG while conducting business with PBEG. These standards, as defined in PBEG Policies, will apply not only to employees of the supplier, but also to the employees of its sub-contractors.

Visitor Identification System: A driver's license or government issued photo id will be required to put into PBEG system and a visitor's pass will be issued to individuals, except for delivery drivers delivering to site.

Identification: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Supplier's employees must be appropriately attired. Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

Contact with Students: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from PBEG. Supplier/Respondent shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Unauthorized Aliens: PBEG considers the employment of unauthorized aliens by the supplier/Respondent, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Supplier/Respondent shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the project, the Supplier/Respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

Possession of Firearms: Possession of firearms will not be tolerated on any PBEG property. If any employee or independent contractor of the supplier/Respondent, or any of its sub-contractors, is found to have brought a firearm on PBEG property, said employee or independent contractor shall be immediately removed and terminated from the project by the supplier/Respondent. If the supplier/Respondent fails to terminate said employee or independent contractor, this agreement may be terminated by PBEG.

Inspection: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights that are found to be inferior or otherwise not in conformity with the specifications, PBEG shall have the right to reject. Further, the rendering of inferior products or poor service shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

Facility Inspection: PBEG reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

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Venue: The laws of the State of Florida shall govern this contract. Venue shall be in Bay County Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Bay County, Florida.

Public Entity Crimes Certificate: A person or affiliate who has been placed on the convicted supplier 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 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 provide in section 287.017, Florida Statute, for Category Two for a period of 36 months from the date of being placed on the convicted supplier list.

Insurance: Indemnification shall be in accordance with section 725.06, 725.05 Florida Statute “as applicable”. The successful proposer shall furnish PBEG with proof of:

1. Statutory Limits of Worker’s Compensation in compliance with Chapter 440, Florida Statute, if required.
2. Comprehensive General liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence

If policy is on a “Claims Made” basis, contractor’s insurance carrier will identify policy as such and indicate in writing, the amount, of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least 2 times the occurrence limit.

3. Automobile Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person.
4. Automobile Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit.
5. Contractual Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against PBEG.
6. Completed Operations Endorsement equal to or greater than \$1,000,000.00 per occurrence
7. Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000.00 per occurrence.
8. Additional Insured Endorsement: PBEG shall be named as an additional insured on all policies that are required by these specifications.
9. Cancellation Notice: All policies in effect shall contain cancellation endorsement providing 30 days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal, and/or reductions.

Contractors/Suppliers providing Professional Services shall provide evidence of at least \$1,000,000.00 of Professional Liability Insurance Coverage.

Criminal Acts: Employment on the project by the Supplier/Respondent, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children,

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crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Supplier/Respondent agrees to take all necessary steps to remove such person from the project and property. PBEG shall have the right to terminate this agreement if the Supplier/Respondent does not comply with this provision.

Possession/Use/Under the Influence of Mind altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Supplier/Respondent's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on PBEG property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on PBEG property, said employee or independent contractor shall be removed and terminated from the project by the Supplier/Respondent. If a sub-contractor fails to terminate said employee or independent contractor, the Supplier/Respondent shall terminate its agreement with the sub-contractor. If the Supplier/Respondent fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by PBEG.

Drug Free Work Place Certification: In accordance with section 287.087, Florida Statute, whenever two or more proposals, or replies that are equal with respect to price, quality, and service are received by PBEG for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

Sexual Predators/Jessica Lunsford Act: PBEG and the State of Florida, requires all contractors/subcontractors to comply with the Jessica Lunsford act (JLA) which consists of a level II background screening via fingerprinting. Suppliers, individuals or entities under contract with PBEG required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless PBEG for any claims made against PBEG related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes.

Sovereign Immunity: The parties acknowledge and agree that PBEG of Bay County Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Copeland "Anti-Kickback" act (34 CFR 80.36(i) (4): All suppliers, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of Labor Regulations (29 CFR Part 3).

Davis-Bacon act (34 CFR 80.36(i) (5): All suppliers, contractors and sub-contractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by department of Labor Regulations (29 CFR Part 5) if contracts are in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.

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Contract Work Hours and Safety Standards Act (34 CFR 80.36(i) (6)): All suppliers, contractors and sub-contractors must comply with section 103 and 107 of the Contract Work Hours and Safety Standards act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFRPart5).

Stevens Amendment (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference PBEGs Schedule of Expenditures of Federal Awards and notifies parties that the approximated expenditure of Federal Funds in this procurement is estimated at 100% of the contract volume. This report can be found www.palmbayprep.org contained in the Comprehensive Annual Financial Report, schedule of expenditures of federal awards for the fiscal year of this Solicitation

Safety Standards: All equipment must meet the applicable requirement of the Occupational Safety and Health Act (OSHA) and any standards thereunder

Material Safety Data Sheets: Any items proposed which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material safety Data Sheets (MSDS)

Federal Debarment Certification Form: As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the proposal for prospective participants in lower tier covered transaction for any single contract or single purchase order in excess of \$100,000.00

Negotiation/Best and Final Offer: The committee or designee reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If mutually beneficial agreement with the first-ranked Proposer being considered for award cannot be resolved, the committee reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until agreement is reached. There will be no interim briefing regarding the status of a proposal until evaluations are complete.

Tie Breaker: Identical (tie) bids is defined as 2 or more bid proposals or proposals received by PBEG in response to a bid package that are equal in every respect as to terms, conditions, price, quality, and service. Award of tie bids proposals, except for preferences that may be outlined in Board policy, shall generally be determined by lot (e.g., coin toss) or on factors deemed to serve the best interest of PBEG.

Subcontracting: If an awarded proposer intends to sub-contract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the proposal or prior to use for approval. No subcontracting will take place prior to proposal-awarded proposer furnishing this information and receiving written approval from PBEG. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, PBEG has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources, PBEG reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Request for Proposal.

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Service Requirements: Each of the locations listed in this Request for Proposal will be informed of the prices and conditions of the contract award. Whether to avail themselves of this service will be left to the discretion PBEG.

Equivalent Product: All specifications in this solicitation are designed to enable a proposer to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting SDMC actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

SAMPLES: PBEG reserves the right to request samples to be submitted later for evaluation purposes, even though not specifically called for in the original specifications. Upon such request, samples shall be provided at no expense to the School District.

TESTING: If, after delivery of the products by the successful proposer, the quality of any product shipped is questionable, the PBEG reserves the right to have it tested by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the supplier and upon return of all unused materials, the supplier shall refund the entire purchase cost.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

TERMINATION FOR CAUSE: The PBEG reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the PBEG under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

TERMINATION FOR CONVENIENCE: Termination of this contract in whole or in part may be made by PBEG when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of PBEG. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 0-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to

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Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

ANTI-DISCRIMINATION: a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub- contractors, suppliers, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

MINORITY, SMALL, AND WOMEN OWNED BUSINESSES: PBEG encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women’s business enterprises are used whenever possible, such as when participation as partners, joint ventures, prime contractor, sub- contractors, and in contracting opportunities. U.S.C. 3145), as supplemented by Department of Labor

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201).

DEBARMENT and SUSPENSION (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 6002 of the SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENT FOR CONTRACTS PADI FOR WITH FEDERAL FUNDS 2 CFR§200.333: When federal funds are expended by HCPS for any contract resulting from this procurement process, the supplier certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The supplier further certifies that supplier will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 , is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

FOOD SERVICE PRODUCT AND SUPPLIES, PBEG, Request For Proposal No. 1-0001KP

Attachments:

1. Delivery site: Palm Bay Education Group 1104 Balboa Ave. Panama City, Fla. 32401
2. Product List



PB Bid
ATTACHMENT 2.xlsx