

School District of Palm Beach County FL



Solicitation No.

12C-72C

FARM TO SCHOOL – FRESH BULK PRODUCE

RESPONSES ARE DUE PRIOR TO:

May 23, 2012

2:00 PM EST

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

NOTICE OF POSTING DELAY

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT
3300 FOREST HILL BLVD., SUITE A-323
WEST PALM BEACH, FL 33406-5813

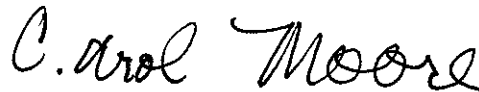
May 29, 2012

BID NO.: 12C-72C

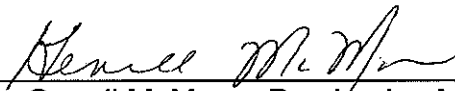
TITLE: Term Contract for Farm to School – Fresh Bulk Produce

ORIGINAL POSTING DATE: May 30, 2012 - 3:00 PM EST

NEW POSTING DATE: June 13, 2012 - 3:00 PM EST



Carol Moore, Purchasing Agent



Genell McMann, Purchasing Manager
Purchasing Department

12C-72C - SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to pre-qualify vendors to supply future quotes for farm fresh produce. All bidders who meet or exceed the criteria and offer competitive pricing shall be pre-qualified by the School District of Palm Beach County to offer quotes for Farm to School – Fresh Bulk Produce, as specified herein. The intent of this solicitation is to serve Palm Beach County students farm fresh products and support farmers with a preference to Florida farmers.

SECTION I: This section will consist of often used, usually available, relatively constant (approximately 40 out of 52 weeks a year) farm fresh produce.

SECTION II: This section will consist of items with a relatively short availability time frame, usually classified as a seasonal product.

Potential bidders may bid on one or both sections.

- B. **SCHOOL DISTRICT OF PALM BEACH COUNTY:** The School District of Palm Beach County is the eleventh largest in the nation and the fifth largest in the state of Florida with 187 schools serving 171,692 students who speak 150 languages/dialects. Our FY 2011 total budget was \$2.5 billion serving 21,495 employees including 12,443 teachers. Over 37,036 community volunteers provide academic assistance to students through the Volunteer in Public Schools (VIPS) Program. Additionally approximately 1,124 business partners offer resources to support increased student achievement. The School District of Palm Beach County has earned an “A” rating from the Florida Department of Education for the sixth consecutive year based on student performance on the FCAT. The School Food Service Department served approximately 125,000 meals daily or 24.9 million meals for the year 2010 – 2011.
- C. **DELIVERY:** Deliveries of awarded products will be made to **one central location**, currently the Distribution Service Awardee, Sysco Food Service of Southeast Florida, LLC (Sysco SE), 1999 Martin Luther King Blvd., Riviera Beach, Florida, 33404, who shall be responsible to the School District for all items selected as a result of this bid and shall be the only entity authorized to pay invoices. All costs to deliver the product(s) to the Distribution location must be included in the bid price. **No additional shipping, delivery, fuel or other charges will be accepted.** Deliveries to the Sysco SE Distribution dock will be made in a temperature controlled vehicle to protect the quality and food safety of the products.

Successful bidder(s) shall have products available for delivery per schedules to be determined by the School Food Service Department and/or Sysco SE and the concurrence of the awardee(s).

- D. **RESPONSIBILITY OF VENDOR TO DISTRIBUTION SERVICE:** Awarded vendors must contact Gloria Steib, Steib.Gloria@sef.sysco.com, 561 882-2200, from Sysco SE, the Distribution Service, within seven (7) days of receipt of the award letter. Sysco SE will forward via email to each awarded vendor an “Awarded Vendor Packet”. Receipt of this information is imperative to be set up as a vendor within Sysco’s system.

Sysco SE requires the following prior to the first delivery:

- Certificate of Insurance (Refer to Special Condition FF.)
- Contact name and Contact Information (email and phone numbers)
- Manufacturer's internal 14 digit UPC Code
- Correct pallet configuration for each awarded item

E. **DEMANDSTAR:**

1. All offers must be submitted electronically to Demandstar.com.
2. DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.
3. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
4. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time.** Allow plenty of time to complete your offer.
6. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must Submit your Bid Response.

After clicking "Submit Response" the following process will begin:

- DemandStar will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.

If you do not receive any of the above, please call DemandStar Supplier Services at (800) 711-1712.

For additional information please go to:

<http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf>

7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

F. **M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference on future quotes for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

G. **AWARD:** Bid will be awarded to all responsive, responsible bidders meeting qualifications, terms and conditions of this bid, in order to create a pool of qualified vendors to provide

products via quotes as described herein. The request for products will be made at the District's discretion on a quarterly or an as needed basis by quotes during the term of the contract beginning from the date of award.

Determination of products ordered will be at the sole discretion of the School District. All awarded vendors will be invited to provide a quote based upon the terms and conditions from the bid award.

- H. **TERM OF CONTRACT:** The term of this contract shall be for one year from the date of award and may, by mutual agreement between the School District and the awardee, be renewable for four (4) additional one year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices bid shall not be exceeded for the term of this contract.
- I. **PRICES:** Prices bid shall be for farm fresh, high quality, local, Florida and/or USA produce. All containers shall be suitable for storage and shipment. All prices bid must include the total costs per unit of product (i.e., case, flat, bag, etc). **No additional shipping, fuel charge, packing, handling, freight or other additional costs will be accepted.**

Note: The offers made on this bid, per line item, will be the maximum prices allowed on any future Request for Quotes (RFQ's) for that line item per contract term. Therefore, the vendor's awarded bid pricing to establish their pre-qualification cannot be exceeded on any future RFQ's for the bid contract term of one year.

- J. **THE QUOTE PROCESS:** After the pool of qualified vendors has been awarded on the bid, Request for Quotes (RFQ's) will be solicited for product(s) on DemandStar to only those awarded vendors. RFQ's are usually issued quarterly, per growing season, or as needed, based on the terms and conditions of this bid. **You must be registered on DemandStar to respond to the RFQ's.** The RFQ will include the product(s) specification, estimated quantities, and dates of usage. If a bidder cannot supply the estimated quantity they are requested not to place an offer for this particular RFQ. Quotes will be awarded by the lowest cost per product unit (i.e., case, flat, bag, etc.) unless a SBE/MWBE vendor's 5% bid preference price is less. SBE/MWBE vendors will receive a 5% preference on submitted quotes. **Quote pricing that exceeds the original bid price offered for pre-qualification will be rejected, (See I. PRICES above). No additional shipping, fuel charge, packing, handling, freight or other additional costs will be accepted.** The Board or its designee, reserves the right to use the next lowest bidder(s) in the event the original awardee of the quote cannot fulfill their contract, subject to the terms and conditions of the bid herein. The next lowest bidder's prices must remain the same as originally bid on the RFQ and must remain firm for the duration of the RFQ term period. The award information will be forwarded by the Purchasing Department to School Food Service and the Distribution Service (Sysco SE). All orders will be placed by the Distribution Service. The award of a particular quote does not exempt another vendor from bidding on any future RFQ's.
- K. **PRICE ADJUSTMENT:** The pricing submitted for the initial term of the contract will remain firm. At the time of renewal, the vendor may request a price change. The price change will reflect the market prices for that time period. Increases in price should be submitted to the

Purchasing Department with proper written justification from the manufacturer/farmer/grower for the increase. Upon each anniversary renewal date thereafter the vendor may submit a proposed price change in writing to the Purchasing Department, with proper justification from the manufacturer/farmer/grower for the increase. In addition, the District would expect to see a reduction in prices if the market is abundant with product(s) and the availability is plentiful. The School District reserves the right to accept or reject the price increase and may choose to rebid the contract if it is deemed to be in the best interest of the School District. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid.

- L. **ADDITIONAL VENDORS:** Proposals from new bidders to become pre-qualified awarded vendors on this bid will be accepted at the time of bid renewal **only**. All requirements to qualify will remain the same as the original bidders. The purpose is to expand the pool of vendors and support local farmers and producers in Palm Beach County/Florida where extreme weather, increasing fuel costs and unforeseen circumstances may have severely impacted the farm fresh produce market/commodity causing some to go out of business. This will also foster a competitive atmosphere for the purchase of fresh farm grown produce.
- M. **VENDOR QUALIFICATIONS:** The vendor must complete the enclosed qualification questionnaire which will be used to evaluate the vendor's capabilities to supply product during the contract period. The completed questionnaire must contain specific and sufficient information which directly responds to the request. The School District of Palm Beach County reserves the right to reject bids which do not provide sufficient information to evaluate the qualifications of the Vendor and where information provided does not demonstrate a proven past record (such as negative references, etc.) **NOTE: Failure to submit the requested completed documents will render your firm non-responsive on this bid.**

The vendor shall have an appropriate business and/or occupational license. This license must be valid at the time of the bid opening. Also, include any USDA and/or State of Florida Agricultural licenses. **Include a copy of all licenses with your bid response.**

Vendor must be established in the sale of produce for a minimum of one year. Discuss your company's history and accomplishments.

Vendor must have access to refrigerated warehouse facility(s) which are capable of maintaining varying temperature ranges from 35 degrees Fahrenheit to ambient temperature. Describe the warehouse facility including square footage and varying temperature zones within.

Delivery vehicles must be able to maintain at least a 45 degree temperature when delivering product. Please include the number of vehicles that meet this requirement.

The Vendor shall maintain an office/processing facility and have a minimum of 75% of product grown within the geographic boundaries of Palm Beach County, Florida. This office shall be staffed by an English speaking company representative who can be contacted during normal working hours (8:00am – 5:00pm) and who is authorized to discuss matters pertaining to the bid contract; and must have a working Faxsimile (FAX) machine and an

email address available twenty-four (24) hours a day to expedite orders. Submission of a bid offer is evidence that the bidder is in agreement with the above.

Vendor must have the capability to receive orders by email, phone and fax. Include this information on the Area Representative Document.

- N. **FLORIDA GROWN PRODUCT:** This bid is soliciting vendors who can offer products grown, produced and processed in Florida to support the local economy. If a product requested is not of Florida origin then it should be produced in the USA (see Special Condition O., USDA Buy American).
- O. **THE US DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the extent practicable, domestic commodities or products for use in meals served under the programs.
The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agriculture commodities that are produced in the United States. The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
Only items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes unless otherwise stated.
- P. **ORGANIC PRODUCE:** In the event that the School District should request an organic product, the awarded vendor will provide verification of basic USDA organic standards.
- Q. **SAMPLE PRODUCT:** At the District's discretion, to determine product quality, integrity and taste, a case of sample product, if available, may be requested at no cost to the District. Product must be furnished within three (3) business days upon request.
- R. **QUANTITIES:** The bid quantities shown are annual estimates of the quantity of items expected to be purchased during the initial term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed during the contract period. The bidder agrees to this by submitting a bid.
- S. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- T. **BALANCE OF LINE:** The "balance of line" shall include additional and new product(s). Additions shall be requested on the quotes as needed.
- U. **VARIANCES:** State any variances to the bid specifications on the attached Variance Document. If none are indicated, however slight, it will be assumed products and/or services bid are identical to those specified.
- V. **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD – 1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion – Lower Tier Covered Transactions, for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be **completed and submitted with the bid** in order for the submitted bid to be considered. Every time a bid is submitted, a new form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **BOTH the USDA Certification AND the Bidder Acknowledgement documents are required to be filled out and uploaded when the bid is submitted.**

- W. **AREA REPRESENTATIVE:** Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address of the vendor representative who be available, upon request, to resolve product, delivery and billing problems.
- X. **SAFETY AND QUALITY ASSURANCE:** Vendors shall have a system in place for safety and sanitation inspections, assuring the delivery of product is free from contamination and product degradation. This information is required on the Qualifications Document attachment. If applicable, vendors shall identify their coding procedure which clearly indicates packing dates and lot numbers. Items delivered to the Distribution Service location will be rejected if packing dates are outside the acceptable shelf life. Furthermore, the School District and/or Sysco SE reserve the right to identify and reject on delivery certain unstable items which have shorter life spans.
- Y. **SITE INSPECTION:** The School District reserves the right to inspect the facilities and procedures involved in the harvesting and processing of the products.
- Z. **LIQUIDATED DAMAGES:** When the awarded bidder fails to deliver incorrect quantities or not on time to the Distribution Service, and a substitute product needs to be purchased, the awarded bidder shall pay the Distribution Service the price difference between the original bid price and the price of the substitute, if higher.

In the event that the Distribution Service fails to place orders for the required product(s) with the vendor within the established order/delivery timeframes (See Special Condition C, Delivery) the vendor will not be considered in non-compliance with the contract terms.

If a vendor is found in default of the contract, the Purchasing department shall issue a notice letter that advises the awarded vendor that a recommendation may be made to the Board to debar the vendor. The letter shall state the reason(s) for the action taken. The term of debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three years. (See Special Condition V, USDA Debarment)

- AA. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every “person” (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The total should add up to 100%. The affidavit must be submitted with the bid.

BB. REFERENCES

Complete the Reference Document and include at least five (5) references. This should include at one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you

NOTE: The information requested must include a current email address for each reference.

CC. PLACING AN OFFER

All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow plenty of time to complete your offer. If you wait until right before the bid submission deadline your documents may not upload in time and your bid may be disqualified

If necessary, an addendum will be distributed by Demandstar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

DD. BID QUESTIONS: All questions related to this bid must be submitted by email to Carol Moore, Purchasing Agent at (carol.moore@palmbeachschools.org) and must be received no later than **May 8, 2012, at 5:00PM EST.** All questions will be answered as an addendum listed on Demandstar **May 10, 2012 by 5:00PM EST.**

EE. POSTING OF BID RECOMMENDATION / TABULATIONS: Bid recommendations and tabulations will be posted electronically with **Demandstar** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on **May 30, 2012, at 3:00 p.m., EST,** and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

FF. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendors to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Carol Moore, Purchasing Agent, prior to the start of

this contract. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$2,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

GG. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted to Carol Moore, Purchasing Agent at (carol.moore@palmbeachschools.org), Purchasing Agent, is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Carol Moore, nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.

HH. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed by Sysco SE.

Invoices should be sent to:

Sysco Southeast Florida
Attn: Accounts Payable
1999 Martin Luther King Blvd.
Riviera Beach, Florida 33404

Payment for Product: The Distribution Service Awardee (Sysco SE) will pay all invoices for product they receive on behalf of the School District. Subsequently, the Distribution Service Awardee will invoice the School District for product including the Distribution Service Awardee's delivery fee.

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **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, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of 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, such as those specified in the Palm Beach County School Board Policy 6.143. 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.
4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

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

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

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

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

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

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*

response, information regarding any of these actions or proposed actions with other governmental agencies.

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

The bidder(s) certifies by submission of this bid, 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 State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

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

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

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, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District 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 Invitation to Bid.
20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

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

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

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/> .

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of

Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
 - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
 - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

This article will survive the termination of the Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

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

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

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

12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest

within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.
27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
BID 12C-72C
FARM TO SCHOOL - FRESH BULK PRODUCE
Bidder Acknowledgement

Vendor Name: _____

Vendor Mailing Address: _____

Area Code / Telephone Number: _____

Toll-Free Telephone Number: _____

Fax Number: _____

Vendor E-Mail Address: _____

Vendor Web Address: _____

FEID No. or SS #: _____

Delivery _____ calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

Name of Company Representative Submitting Bid

Title of Company Representative Submitting Bid

Date

RFQ 1204-038C
FLORIDA GROWN FARM FRESH PRODUCE
BID SUMMARY DOCUMENT

6	Fresh Cut Sweet Corn Cobbettes Minimum 3" length		5,000 Cs	Case	80 ea													
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Continue on next
page- Section II.

RFQ 1204-038C
 FLORIDA GROWN FARM FRESH PRODUCE
 BID SUMMARY DOCUMENT

20	Peaches		1,000 Cs	Case	120 Ea								
	Romaine Lettuce				12 lbs.								
21	Chopped		16,670 Cs	Case	(6/2#)								
22	Honey Tangerines		3,200 Cs	Case	120 Ea								
					25 lbs.								
23	Tomatoes		3,500 Cs	Case	(5x6)								
	Whole Watermelon												
24	Seedless		2,000 Cs	Case	2 Ea								
					10 lbs.								
25	Watermelon Cubed		800 Cs	Case	(2/5#)								
26	Spinach		500 Bags	Case	4# Bg								
27	Baby Spinach		200 Cs	Case	4/2.5#								
	Grapes Green												
28	Seedless		1,112 Cs	Case	18#								
	Grapes Red												
29	Seedless		1,112 Cs	Case	18#								

Vendor Name:

NOTE: You do not need to bid on every item. Bid on the items that you can offer. If you cannot offer a bid on an item then leave that field blank. Any variances on this document must be indicated on the Variances Document in this bid.

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

12C-72C – AREA REPRESENTATIVE

Per Special Condition W

Vendor Name:	_____
Area Representative:	_____
Address:	_____
City/Zip Code:	_____
Telephone:	_____
Fax Number:	_____
Cell or Nextel:	_____
Emergency Number:	_____
Email Address:	_____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Bid 12C-72C
See Special Condition U.
VARIANCES

BID NAME: FARM TO SCHOOL - FRESH BULK PRODUCE

VENDOR NAME: _____

*If vendor chooses not to participate in Variances Document, please acknowledge by placing N/A here → _____.

VARIANCES: State any variances, however slight, to the bid specifications. If none are indicated, it will be assumed products and/or services bid are identical to those specified.

Empty box for providing variances.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

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

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

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

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

VENDOR'S SIGNATURE

DATE

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

12C-72C – REFERENCES

See Special Condition BB.

This information will be used in the evaluation of this bid.

List five (5) references as stated in the bid which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Please complete all fields of requested information for all five (5) references. These firms will be contacted to validate your references. **It is important that you list a current contact name and their current email address. Please read the title after each Reference No. and enter the appropriate vendor name and information. Failure to provide this documentation may result in rejection of bid.**

YOUR COMPANY NAME: _____	
Submitted By: _____	
Reference No. 1 – New Customer of Firm (of 1 year or less)	
Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached:	_____
Scope of Service:	_____
Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____
Reference No. 2 – Repeat customer with long term or repeat contracts	
Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached :	_____
Scope of Service:	_____

Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____

Reference No. 3 – Repeat customer with long term or repeat contracts

Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached :	_____
Scope of Service:	_____
Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____

Reference No. 4 – Repeat customer with long term or repeat contracts

Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached :	_____
Scope of Service:	_____
Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____

Contact Person Cell Phone:	_____
----------------------------	-------

Reference No. 5 – Previous customer with no current contracts	
Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached :	_____
Scope of Service:	_____
Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____

Buy American Certification

To the Vendors

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The legislation notes that "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

Definition of end products is a two-part test to define end product: (1) the product must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

On behalf of Palm Beach County School Foodservice we require that suppliers certify the percentage of U.S. content in products supplied to us. If you are unable or unwilling to make such certification, we will not be able to purchase products from you.

Please complete one form per product.

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

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

Sign _____ Title _____

Name _____ Company _____

Date _____

10C-72D FARM TO SCHOOL – FRESH BULK PRODUCE

QUALIFICATIONS per Special Condition M

<p>The following questionnaire (5 pages) shall be completed by the Bidder for evaluation purposes for determining adequate qualifications. The School District of Palm Beach County shall weigh (a) experience and qualifications of each Bidder and (b) the quality of products and services proposed by each bidder.</p>		
<p>1. FIRM NAME: _____</p>		
<p>Address: _____</p>		
<p>City: _____</p>	<p>State: ____</p>	<p>Zip: _____</p>
<p>Phone: _____</p>	<p>Fax: _____</p>	
<p>Contact Person for Inquiries: _____</p>	<p>Email Address: _____</p>	
		<p>Cell: _____</p>
<p> </p>		
<p>2. EXPERIENCE:</p>		
<p>Years in business (must be minimum of one (1) year):</p>	<p>_____</p>	
<p>Years in Palm Beach County performing this business:</p>	<p>_____</p>	
<p>Value of product produced last year:</p>	<p>\$ _____</p>	
<p>Value of product produced two years ago:</p>	<p>\$ _____</p>	
<p>Number of acres currently able to produce product within Palm Beach County:</p>	<p>_____</p>	
<p>Number of acres currently able to produce product outside of Palm Beach County:</p>	<p>_____</p>	
<p>Describe your refrigerated warehouse facility(s) including sq. ft. and varying temperature zones within:</p> <p> </p>		
<p>Number of temperature controlled vehicles available for delivery to SDPBC Distribution location? _____</p>		
<p>I have a USDA Agricultural license, copy is included with bid response. Yes ____ No ____</p>		
<p>I have a State of Florida Agricultural license, copy is included with bid response. Yes ____ No ____</p>		
<p>I have additional licenses and am including them in the bid response. Yes ____ No ____</p>		
<p>Company has computer generated invoice capability? Yes ____ No ____</p>		
<p>All products bid are Florida grown? Yes ____ No ____ If you answered No please explain:</p> <p> </p>		
<p>The following products are not Florida but USA grown (list State of origin and Manufacturer):</p> <p> </p>		

Is your company GAP (Good Agricultural Practices) certified?		<input type="checkbox"/> YES <input type="checkbox"/> NO
3. SAFETY:		
Have you had any OSHA fines within the last three (3) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Have you had jobsite fatalities within the last five (5) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If you have answered YES to either of the above questions, you MUST submit on a separate page the details describing the circumstances surrounding each incident.		
TOTAL NUMBER OF STAFF EMPLOYED WITHIN PALM BEACH COUNTY INCLUDES THE FOLLOWING:		
Permanent Staffing		
Management _____	Foremen _____	Equipment Operators _____
Field Labor _____	Processing Labor _____	Other _____
Part Time/Seasonal, include approximate number of months employed		
Laborers _____, _____	Other _____, _____	Mo's _____ / _____
Please complete next page for Safety Procedures		

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

4. PRODUCTS / VOLUME: Add extra pages if necessary

LIST IN ORDER THE MOST SIGNIFICANT PRODUCTS PRODUCED (in dollars) IN PALM BEACH COUNTY IN THE PAST THREE YEARS.

Product #1:

Product Name: _____

Growing Season Dates _____ to _____

Harvest Start Date _____

Quantity of Product Produced Annually _____

Percent of acreage used _____

Product #2:

Product Name: _____

Growing Season Dates _____ to _____

Harvest Start Date _____

Quantity of Product Produced Annually _____

Percent of acreage used _____

Product #3:

Product Name: _____

Growing Season Dates _____ to _____

Harvest Start Date _____

Quantity of Product Produced Annually _____

Percent of acreage used _____

Product #4:

Product Name: _____

Growing Season Dates _____ to _____

Harvest Start Date _____

Quantity of Product Produced Annually _____

Percent of acreage used _____

Product #5:

Product Name: _____

Growing Season Dates _____ to _____

Harvest Start Date _____

Quantity of Product Produced Annually _____

Percent of acreage used _____

Product #6:	
Product Name:	_____
Growing Season Dates	_____ to _____
Harvest Start Date	_____
Quantity of Product Produced Annually	_____
Percent of acreage used	_____
Product #7:	
Product Name:	_____
Growing Season Dates	_____ to _____
Harvest Start Date	_____
Quantity of Product Produced Annually	_____
Percent of acreage used	_____
Product #8:	
Product Name:	_____
Growing Season Dates	_____ to _____
Harvest Start Date	_____
Quantity of Product Produced Annually	_____
Percent of acreage used	_____

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

* Check here if N/A: _____. Form [must be submitted](http://www.demandstar.com) to Demandstar.com.

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeachschools.org/mwbe/>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE) **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.

Form must be submitted to BidSync.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

Individual Partnership Corporation Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

Subcontractor Subconsultant Manufacturer Supplier

The undersigned is: Certified with the School District of Palm Beach County M/WBE Coordinator

Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

Column 2 (MWBE ONLY)

Column 3

- African American Native American Female Physically Impaired
- Asian American American Male
- Hispanic American

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated \$ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
 All executed originals of the form must be submitted to the
 Office of Diversity in Business Practices
 3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

Signature

Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Subconsultant, Subcontractor & Vendor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVICES* AMT. (Required)
-----------------	-------------------	--------------------------------	--

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + CM Fee only)**
 Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & non-minority) listed below will participate in this project for the Contract (Trade) Items and the dollar amounts shown.

Check One: MWBE SBE Check One: Subconsultant Subcontractor Vendor

Div. No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT	PERCENTAGE %
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
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					<input type="radio"/> Yes <input type="radio"/> No		
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					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		

Subcontractors represented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & Contract documents. A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must also include non-minority firms.
 CM's Firm Name _____

Name/Position _____

Signature/Date _____

SUBTOTAL (this page only)>	
TOTAL SBE/MWBE Services Participation	
TOTAL Non-MWBE/SBE Participation	
TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not exceed 100%)	

**Subcontractor, Subcontractor &
Vendor Participation Services**

PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICES* AMT. (Required)
---------------------	-----------------------	------------------------------------	--

No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT	PERCENTAGE %
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
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					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		

SUBTOTAL (this page only)>



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Solicitation No. 12C-72C Title: Farm to School – Fresh Bulk Produce

Corporate Name _____

Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____ ("Corporate Representative") this _____ day of _____, 20____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE By: _____

SWORN TO and subscribed before me this _____ day of _____, 20____, by _____ Such person(s) (Notary Public must check applicable box).

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.
(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)