



Collier County
Public Schools
Purchasing

INVITATION TO BID

Bid Number and Title:

#23-006 Fresh Produce

Posting Date:

November 18, 2022

Bid Due Date & Time:

2:00 PM, Tuesday, December 13, 2022

ITBs received after this time and date will not be accepted

Florida Tax Exempt #85-8012621827C-2
A 188126 (Federal) FEID 59-6000557

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District shall contact the Purchasing Department at (239) 377-0047, at least five (5) business days before the scheduled opening or meeting.

Acknowledgment

This acknowledgment MUST be completed, signed, and returned with the submittal. Failure to do so will be a cause for rejection of the bid.

Company Name:**E-VERIFY # or Information (Required 1/1/21):****Phone #:****Street Address:****City:****State:****Zip Code:****E-Mail Address:****Website (optional):**

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to Collier County Public Schools (CCPS) the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to CCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by CCPS. At CCPS's discretion, such assignment shall be made and become effective at the time CCPS tenders final payment to the bidder.

X

Authorized Signature (Manual)

Date

Typed / Printed Name

Title

NO BID: I hereby submit this as a "NO BID" for the reasons checked below:

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time.
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet the delivery schedule
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive	<input type="checkbox"/>	9. Other/Remarks:
<input type="checkbox"/>	5. Could not meet Insurance requirements	<input type="checkbox"/>	

All bids shall be submitted in a **sealed** envelope/package and clearly labeled as follows:

**"SEALED BID #23-006 Fresh Produce
2:00 PM, Tuesday, December 6, 2022"**
BIDDER NAME
BIDDER ADDRESS, CITY, STATE, ZIP CODE
BIDDER PHONE #
BIDDER E-MAIL ADDRESS

Today's Learners • Tomorrow's Leaders

5775 Osceola Trail | Naples, Florida 34109 | p: 239.377.0047 | f: 239.377.0074
e: purchasing@collierschools.com | www.collierschools.com

Section 1 - General Conditions & Instructions

PLEASE READ CAREFULLY

Failure to meet the following instructions may be a cause for the rejection of the bid.

CONE OF SILENCE DURING THE COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Request for Quotes (RFQ), Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences before the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. See Attached Board Policy 6324.

1.1 Definitions

For this Invitation to Bid (ITB) and evaluation of responses, the following shall apply: written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). The word "shall" is always mandatory and not merely a directory. Furthermore, the following words and phrases shall have these meanings:

- a. "CCPS" or "District" shall mean Collier County Public Schools or the School District of Collier County, Florida.
- b. "Bidder" shall mean any person, firm, or corporation who submits a bid according to this ITB.
- c. "Nutrition Services" or "Department" shall mean the Collier County Public Schools, Nutrition Services Department.
- d. "Contractor" shall mean the successful bidder, whether a corporation, partnership, individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

1.2 School Board / District Policies & Administrative Procedures

All School Board policies and/or administrative procedures referenced under this solicitation, if not attached hereto, may be accessed and reviewed at www.collierschools.com/schoolboard and/or may be provided by the Purchasing Department upon request.

1.3 Submissions

- a. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- b. The bidder, by submitting a bid represents that:
 - i. It has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
 - ii. It possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to CCPS
 - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If the bidder receives an award, failure to have made any necessary investigation/examination will in no way relieve the bidder from its obligations to comply with this ITB, nor will it be a basis for any claim for additional compensation or relief.
- c. All bids shall be submitted in a sealed envelope / packaged and clearly labeled PER THIS ITB to the PURCHASING DEPARTMENT, and received no later than the date and time as indicated herein. Any submittal received after the stated time and date will be rejected and may be returned unopened to the vendor(s).
- d. All bids shall be typed or written in ink on the attached bid forms. All spaces requesting information shall be completed.
- e. ITB shall contain a manual signature in the space(s) provided, which shall be scanned and submitted electronically, of a representative authorized to legally bind the bidder of all conditions and provisions herein. All signatures and initials must be in ink.
- f. **One (1) electronic copy of the bid**, including all documentation, in PDF format, must be submitted on a Flash Drive in a sealed envelope as described herein. Electronic submittal MUST contain manual signatures and initials in the appropriate areas. Please note the ITB #

and name of the bidder on any drive. If confidential materials are submitted, the bidder may submit the 2nd drive with confidential material and label it with ITB #, name of the bidder, and "CONFIDENTIAL". *(Please note that it is not necessary to return every page of this ITB with the bid proposal; return only the pages that require information or signatures).*

- g. All flash drive files shall be in a PDF document compatible with Microsoft Windows 10.
- h. Bids may be hand-delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery services available. CCPS disclaims any responsibility for bids forwarded by the U.S. Mail or other delivery service and received beyond the bid-opening deadline.
- i. Once submitted and received by CCPS, all submittals and flash drives become the sole property of CCPS and may be retained by CCPS or disposed of in any manner as deemed appropriate by CCPS.
- j. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this ITB. Bidder(s) should prepare ITBs simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the ITB.
- k. The use of correction fluid or erasures to correct line item bid prices and/or quantities is not acceptable. Corrections must be by a strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s), and initialing of the correction(s) by the originator. Correction fluid or erasure-corrected bids will be considered non-responsive for the corrected items only.

1.4 Bid Opening and Analysis

- a. Bids will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within ITB. Bidder(s) may, but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.
- b. Bids will be analyzed and tabulated, and recommendations for an award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as online at www.collierschools.com/purchasing and www.demandstar.com. Notification to all bidder(s) will be made by e-mail or fax. The date and time stamp from the Purchasing Department's fax machine or the date and time of e-mail posting will constitute the time of notification.
- c. Bidder(s) that believes it has been adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statute 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

1.5 Interpretation and/or Modifications to the ITB / Inquiries / Addenda

- a. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained within the ITB and to fully understand all items hereto.
- b. Any request for interpretation or questions regarding the ITB, whether technical, procedural or otherwise, **shall be made in writing** and addressed to the respective Purchasing Department employee below. Requests may be submitted by facsimile, electronic mail, USPS, or other regular mail delivery service as follows:
 CCPS Contact: Tammy Lemke, Senior Buyer
 Street Address: PURCHASING DEPARTMENT
 5775 Osceola Trail, Naples, FL 34109
 Fax Number: (239) 377-0047
 Electronic Mail: purchasing@collierschools.com
- c. All requests, questions, and inquiries shall be received at least seven (7) business days, unless otherwise stated within this ITB, before the due date.
- d. All written inquiries, received within the allotted timeframe, may be answered directly to the inquiry with a reference to the solicitation document where the answer can be found. If further clarification is necessary, questions will be compiled and official responses will be developed by appropriate CCPS employees. The compilation of written questions and their official responses will be issued solely by and at the discretion of the Purchasing Department, in the form of an e-mail, memorandum, or an Addendum (if necessary) and posted at www.collierschools.com/purchasing and www.demandstar.com. Bidder should ensure that all addenda and amendments to the ITB have been received before submitting its response.
- e. All questions will be attempted to be answered by CCPS promptly, however, CCPS is not obligated nor liable for the failure to respond to bidders' questions before the due date of the solicitation.
- f. It is the responsibility of the bidder(s) to make sure they have all addenda associated with this ITB. Addenda will be posted at www.collierschools.com/purchasing and www.demandstar.com and may be e-mailed, faxed, or made available upon request. CCPS is not responsible to e-mail or mail addenda directly to potential bidders. Any addenda issued shall be acknowledged by signature and returned with ITB unless otherwise instructed on the Addenda. Failure to acknowledge the addenda may result in the rejection of the bid.
- g. Only interpretations, supplemental instructions, and corrections so given in writing by the Purchasing Department representative shall be binding. Bidder(s) and Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the ITB. Any verbal interpretation/modification will not be considered part of this ITB and therefore, CCPS will not be held accountable. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- h. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's bid and shall not be considered in the evaluation of bids submitted and shall be considered inadmissible in bid dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this ITB by any other means than the process described herein.
- i. No addendum will be issued later than three (3) calendar days before the due date for bids, except an addendum withdrawing the ITB or one that includes the postponement of the date for receipt of bids.

1.6 Award

- a. The School Board or Purchasing Department reserves the right to award the contract(s) to the bidder(s) that it deems to offer the lowest responsive and responsible bid(s), as defined by this ITB. The Board and/or Purchasing Department are therefore not bound to accept a bid based on the lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall

value to CCPS when considering all evaluation factors that meet or exceed the minimum requirements of this ITB.

- b. The School Board or Purchasing Department will award contract(s) based on bid pricing, qualifications, and references, as well as the bidder's ability to meet or exceed the minimum requirements of this ITB.
- c. During the evaluation and review of the bid(s), CCPS may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder's capability to fully perform the services of this ITB and/or the bidder's level of integrity and reliability that is required to assure satisfactory performance of any award or contracts produced from this ITB.
- d. To be considered for an award, each bidder must fully complete the ITB and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete ITB or supply the required documentation will be grounds for the rejection of the bid.
- e. CCPS retains the option of awarding a single contract, based on the overall low bid for all items or awarding multiple contracts, based on a low bid per item, group of items, or any combination thereof. Furthermore, CCPS reserves the right to award to primary and alternate vendors to insure a source of supply is readily available.
- f. This ITB does not commit the School Board to make an award nor shall CCPS be responsible for any cost or expense incurred by any contractor before the execution of a purchase order or contract agreement.
- g. The obligations of CCPS under an award of this ITB are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- h. All award(s) made as a result of this ITB shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- i. CCPS reserves the right to award only a portion of the items and/or services specified if it is deemed to be in its best interest.

1.7 Funding Out / Termination / Cancellation

- a. Florida Laws prohibit Public Employers from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- b. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- c. The following funding out provisions are an integral part of this ITB and must be agreed to by all respondents:
 CCPS may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CCPS's then-current fiscal year upon ninety (90) days prior written notice to the successful respondent. Such written notice will state:
 - i. That the lack of appropriated funds is the reason for termination, and
 - ii. "This written notification will thereafter release CCPS of all further obligations in any way related to the services covered herein."
 - iii. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

1.8 Bid Withdrawal

No bid shall be withdrawn without the consent of CCPS for forty-five (45) days after the opening of bids. All prices shall remain firm within the period stated for purposes of analysis and determination of the lowest and best bid.

1.9 Bid Rejection

CCPS reserves the right to reject all bids, in whole or in part, and to waive any bid formalities. Furthermore, CCPS reserves the right to re-advertise for other bids or to bid separately on any projects deemed to be in the best interest of CCPS.

1.10 Unreasonable Bid

CCPS is not bound to accept any bid, quote, or proposal it may receive under this ITB. Also, CCPS will reject submittals that are considered to

have been priced unreasonably low and will determine the vendor to be Non-Responsive. Unreasonable low pricing shall be at the determination of CCPS.

1.11 Non-Exclusive Contract

Any contract award(s) resulting from this ITB shall **not** be construed as an exclusive means for CCPS to acquire services, equipment, supplies, commodities, and/or maintenance and related services for such items, as outlined in this bid. CCPS reserves the right, during the term of this contract, to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, CCPS reserves the right to enter into purchase agreements for these commodities/services based on awards made by the State of Florida, other governmental entities, other CCPS awards, or contracts available through national purchasing alliances.

1.12 State of Florida Purchasing Agreements/Contracts

The State of Florida purchasing agreements and contracts available under FS 287.056 have been reviewed.

1.13 Termination of Contract

- a. In the event the successful contractor violates any of the provisions of the contract, CCPS may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for the intention to terminate the contract, and, unless five (5) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said five (5) days, cease and terminate, but the liability of such bidder and his surety for all such violation(s) shall not be affected by any such termination.
- b. CCPS shall retain the right to terminate the contract without cause, with thirty (30) days written notice. If said contract should be terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor the amount of the contract performed to the date of termination.
- c. A repeated instance of failure to perform may result in immediate cancellation of the contract and removal of the Contractor from consideration on other CCPS contracts for a duration of the contract period or for three (3) years, whichever is longer, at the discretion of the Director of Purchasing.
- d. Any apparent and/or clear violation of any of the items listed herein or board policy may be grounds for immediate termination of the entire contract or site where the violation occurred. Any such cancellation will be grounds for the company to be barred from doing any type of business with CCPS, for a period of time as determined by the Director of Purchasing.
- e. In the event the Contractor wishes to terminate the contract, it must submit its request in writing to the Purchasing Department. The request must give a 30-day notice of cancellation and should list any reasons why the contract is being terminated. Failure to give proper notice may result in the withholding of monies owed or reduction of monies owed for any expense incurred from failure to submit a proper notification of cancellation.

1.14 Pricing

- a. All pricing submitted will be firm for the duration of the contract.
- b. Pricing shall be based on FOB Collier County, Florida, and will include all packaging, handling, shipping charges, and delivery to any point within Collier County, Florida to a secure area or inside delivery. No other additional monies will be permitted.
- c. CCPS is exempt and does not pay Federal Excise and State of Florida Sales taxes. Certificate of exemption available upon request.
- d. Any discrepancy or error in bid pricing, the unit price will govern. All calculation errors will be recomputed by the Purchasing Department.

1.15 Tie Bids / Pricing

If a tie bid, either lump sum, total, or unit price per item, is discovered, the deadlock will be decided upon using the following order:

- a. Bidders that certify it is a drug-free workplace

- b. Bidders that receive the larger majority of dollar awards on other items within the ITB.

- c. All else being equal, a coin toss will be made to decide the award.

1.16 Additional Terms

CCPS reserves the right to reject offers or bids containing alternative terms or conditions, or additional terms and conditions contradictory to those requested in the ITB.

1.17 Content of ITB/Bidder Response

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto will be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS & INSTRUCTIONS."

1.18 Order Placement, Purchase Orders, and Procurement Cards

Award does not constitute any order(s). After approval of an award has been made of this ITB, CCPS will place orders utilizing one of the following procedures:

- a. *CCPS-issued purchase orders* (blanket or normal): Purchase orders will be either a blanket purchase order to cover a specific time and dollar amount for multiple purchases against it, or a normal purchase order that is issued for specific items.
- b. *School/Site-based internal account purchase order*: A specific site or school will issue a purchase order through the site's bookkeeper which will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
- c. *Procurement Card*: Sites or departments may place orders utilizing a CCPS-issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card.

The contractor (s) shall not provide any items or services, on any CCPS-initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process it according to how the order is placed. Failure to allow orders placed by any of the above methods may be cause for rejection of the bid and/or termination of the contract.

1.19 Survivability

The Consultant/Contractor/Vendor agrees that any purchase order that extends beyond the expiration date of the original solicitation or contract expiration will survive and remain subject to the terms and conditions of this agreement until the completion of a project and/or termination of said purchase order.

1.20 Invoicing & Payment

- a. The contractor will be required to submit invoices as it supplies/services CCPS. All invoices and correspondences shall be legibly written, typed, or computer-generated and dated.
- b. All invoices shall reference a valid/current purchase order number. Failure to provide a current purchase order will be a cause for delay in payment or non-payment.
- c. Invoices and statements shall be submitted directly to the Accounting Department via e-mail to accountspayable@collierschools.com or mailed to:
Collier County Public Schools
Accounts Payable Department
5775 Osceola Trail
Naples, Florida 34109
- d. Invoices shall reference a CCPS issued incident or work order number when applicable.
- e. The contractor shall issue separate invoices for each purchase order number unless special instructions are given.
- f. Payment will be made within thirty (30) days after acceptance of the invoice.
- g. Invoices that do not reference valid purchase order numbers or which are erroneous (incorrect pricing, additional fees, incorrect purchase order) may be returned to the Contractor for resolution. Payment will not be made until all discrepancies are corrected and approved.

h. All invoices will be itemized to reflect all rates or discounts per this ITB. Lump-sum invoices will not be accepted. Failure to provide itemized invoices will be a cause for delay in payment or non-payment.

1.21 Hold Harmless & Indemnification Agreement

Contractor shall indemnify, hold harmless and defend CCPS, its appointed officials, its employees, agents, volunteers and others working on behalf of CCPS, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against CCPS, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Sub-contractors or agents or others under the Contractor's Contract.

1.22 Protection of Property

The contractor shall at all times guard CCPS property against damage or loss to property. The contractor shall replace any loss; repair any damage to CCPS property, attainable to the contractor or its associate(s). CCPS may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor.

1.23 Safety Standards

The bidder warrants that the products/services supplied to CCPS shall conform in all respects to the standards outlined in the Occupational Safety and Health Act, as amended. Failure to comply with this condition will be cause for termination of the contract.

1.24 New Items / Warranty

- a. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to CCPS under this ITB are NEW, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.
- b. Bidder agrees that, the product and/or service furnished as a result of this ITB and award thereto, is NEW and shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of the ITB.
- c. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to CCPS, with the understanding that all replacements shall be NEW and also carry the same warranty as to the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from CCPS staff. The Contractor further warrants that the item(s) and/or services provided are fit, and otherwise conforming, for the purpose(s) intended by CCPS.

1.25 Public Entity Crimes

Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

excess of the threshold amount provided in section 287.017, for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list."

1.26 Discrimination

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

1.27 Bullying, Harassment & Title IX

Vendor, contractor, and all affiliates agree to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.

1.28 Minority, Small, and Women-Owned Businesses (MWBE)

CCPS encourages the use of minority, small and women-owned businesses and enterprises (MWBE). The contractor agrees to ensure MWBEs are used whenever possible, such as when participating as partners, joint ventures, prime contractors, sub-contractors, and in other contracting opportunities. Bidder may submit a certification or other documentation of its MWBE practices.

1.29 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. Bidder shall complete **Exhibit A – "Conflict of Interest Statement"** attached hereto and submit it with the bid. Failure to provide shall be grounds for rejection of the bid.

1.30 Unauthorized/Illegal Aliens

CCPS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the contract(s). Furthermore, the bidder shall complete the attached **Exhibit B – "Contractor's Affidavit Concerning Illegal Aliens"** and submit it with its bid. Failure to complete this affidavit will be a cause for the rejection of ITB.

1.31 Debarment

All contractors receiving individual awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Bidder shall complete the attached **Exhibit C – "Debarment Form"** and submit it with its proposal. Failure to complete will be a cause for rejection of the bid. Instructions are also attached.

1.32 Drug-Free Workplace Certification

CCPS supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug-free. In cases where identical tie bids are received, preference shall be given to a bid received from a vendor that certifies it has implemented a drug-free workforce program. If applicable, the bidder shall sign and submit **Exhibit D – "Drug-Free Workplace Certification"**, attached hereto, to certify that the respondent has a drug-free workplace program.

1.33 Smoke and Tobacco-Free Environment

According to School Board Policy No. 3215, 5512, and 7434, all CCPS facilities, both interior and exterior spaces have been deemed a tobacco-free environment. The use of tobacco or tobacco products in any form is strictly prohibited on any CCPS site. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of the contract.

1.34 Possession of Weapons & Other Destructive Devices

- a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which,

in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosive, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.

- b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle
- c. If any employee of an independent contractor or subcontractor is found to have brought a firearm onto CCPS property, said employee will be terminated from the project by the independent contractor or sub-contractor. If the subcontractor fails to terminate the said employee, the subcontractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate the employee or fails to terminate the agreement with the subcontractor who fails to terminate the said employee, the independent contractor's agreement with CCPS shall be terminated.

1.35 **Force Majeure**

The contractor(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots rebellions, health, or safety emergencies (including but not limited to, pandemics, local outbreaks of diseases, and break downs of water supplies), and acts of nature beyond the control of the contractor(s), unless otherwise specified.

1.36 **Public Records**

- a. According to subsection 119.071(1)(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District according to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier."
- b. All bid documents or other materials submitted by the Bidder in response to this ITB will be open for inspection, upon request, by any person and per Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
- c. CCPS has the right to use any or all documents, submittals, and ideas presented in any response to this ITB. Selection or rejection of any submittal does not affect this right.
- d. If CCPS rejects or cancels ITB and intends to reissue, then all bids, proposals, or replies submitted, will remain exempt from public records and may be returned unopened.
- e. **Per Florida Law, the contractor shall also maintain all records, and must:**
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
 - ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon the termination of the

contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS:

woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

1.37 **Disputes**

All information submitted and representations made by the bidder are material and important and will be taken into account by CCPS when awarding the ITB. Any misstatement or omission (a "Misrepresentation") shall be treated as fraudulent concealment of the facts relating to the submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the bidder from this ITB, and any re-solicitation about this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

1.38 **Misrepresentation**

All information submitted and representations made by the bidder are material and important and will be taken into account by CCPS when awarding the ITB. Any misstatement or omission (a "Misrepresentation") shall be treated as fraudulent concealment of the facts relating to the submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the bidder from this ITB, and any re-solicitation about this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

1.39 **Governing Laws and Venue**

- a. If the awarded proposer(s) should breach this contract CCPS reserves the right to seek remedies in law and/or in equity.
- b. All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. The venue in state court shall be in Collier County, Florida. The venue in federal court shall be the United States District Court. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. If a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- c. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this Contract shall in all respects be governed by and determined per the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

1.40 **E-Verify**

- a. According to FS 448.095, the Contractor shall use the U.S. Department of Homeland Security's E-Verify system, www.everify.gov, to verify the employment eligibility of all employees hired during the term of this Agreement.

b. Subcontractors

- (i) The contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide the contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by FS 448.095.
 - (iii) The contractor shall provide a copy of the such affidavit to District upon receipt and shall maintain a copy for the duration of the Agreement.
- c. The contractor must provide evidence of compliance with FS 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the contractor's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. The contractor may be liable for all costs associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and re-bidding costs (if necessary).

1.41 Civil Rights

The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

1.42 Buy American

CCPS shall procure any agricultural commodity and/or food product, to the maximum extent practicable, that is produced/processed in the United States per 7 CFR, 201.21. Furthermore, except in instances where certain food commodities or products are not available from production in the United States:

- a. no food items covered by this solicitation are to be imported, imported, and repacked, or imported and labeled with an American Processor or Distributor.
- b. all American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.

1.43 Prohibition of Gratuities

By submission of a bid, a contractor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent

contract. Any contract issued because of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

1.44 Recovered Materials

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

1.45 Other Provisions

Bidder attests, via signatory on the acknowledgment page, to the applicable certification and adherence to the provisions listed below:

- a. **Energy Policy and Conservation** (42 USC 6201),
- b. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
- c. **Funding Agreement (Rights to Inventions)** (37 CFR 401.2 (a))
- d. **Contract Work Hours and Safety Standards Act** (29 C.F.R. Part 5)
- e. **Clean Air and Water Pollution Acts** (42 USC. 7401-7671q and 33 USC 1251-1387)
- f. **Acquisition of Unnecessary or Duplicative Items** (2 CFR 200.318 (d))
- g. **Byrd Anti-Lobbying Amendment** (31 USC 1352)
- h. **Scrutinized Companies** (FS 287.135)

1.46 Other Agencies

The contractor (s) may permit any school board, community college, state university, municipality, or other governmental entity, including Public Charter Schools to participate in the awarded contract under the same prices, terms, and conditions. It is understood that each entity will issue its purchase order to the Contractor(s).

1.47 Additional Information

- a. CCPS reserves the right to request any additional information, after the bid opening, to further clarify or explain any information submitted with the bid.
- b. CCPS reserves the right to allow for the clarification of questionable entries and the correction of **obvious mistakes**.

*****CCPS reserves the right to reject any and/or all bids, in whole or in part, and to waive any and all bid formalities, as may be deemed to be in the best interest of CCPS.*****

Section 2 – Bidder Requirements

2.1 Purpose

The purpose of this ITB is to find a responsible contractor(s) to provide fresh produce as requested by CCPS, including but not limited to the supply and delivery of all fruit and vegetables to all sites throughout the District, for the school food and nutrition operations. Products will be for any CCPS sites as necessary and will be ordered/delivered in conjunction with the full knowledge of the Nutrition Services Department. Bidder(s) shall abide by the minimum requirements set hereto.

2.2 Contract & Term

- a. The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued. The awarded vendor(s) may not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this 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 from CCPS.
- b. All prices bid shall be for a period beginning **January 1, 2023 and ending December 31, 2024**. The contract may be renewed annually on the expiration date of the original contract. This renewal may be accomplished up to two (2) times, provided the price schedule remains unchanged, or a price decrease is set at a price acceptable to the vendor(s) and CCPS. Renewals will be for a two (2) year period, from January 1 to December 31. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. Actions taken under this provision will be at the option of CCPS.
- c. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor before the end of the current contract period. If needed, the contract will be extended ninety (90) days at the current pricing beyond the contract expiration date. The contractor will be notified when the recommendation has been acted upon by the Board.
- d. In the event, the resulting agreement is terminated, not renewed, or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services for a month-to-month basis on the same terms and conditions outlined in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period exceeding six (6) months.

2.3 Qualifications of Bidder

- a. Only responsible bidder(s), that is an established nationally/regionally, highly qualified fresh produce distributor(s), that normally has knowledge and experience of and is currently engaged in the operation of providing the specified commodity and/or similar services, will be considered for award of this ITB.
- b. Qualified bidders shall have adequate organization, facilities, equipment, personnel, and other resources necessary, to ensure prompt, efficient, and satisfactory service to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar work within the last year, demonstrated by their references.
- c. The bidder(s) shall be in a sound financial position, qualified to provide the items as specified, and must be primarily engaged in the business of providing the commodities as described herein and/or similar and have been in business for the last four (4) consecutive years or more, under the same name, as a licensed contractor or have equivalent work experience in the industry and/or with CCPS.
- d. The bidder shall fully demonstrate its work history and qualifications in its submission.

- e. CCPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.

2.4 Local Conditions

The bidder shall be familiar with any local conditions, which may, in any manner, affect the commodities/services required, including but not limited to climate, safety, security, and other common issues in servicing school facilities. The bidder shall carefully examine the ITB and become thoroughly familiar with any conditions and requirements that may in any manner affect the commodities/services to be provided under a contract award. No additional allowance will be made due to a lack of knowledge of these conditions.

2.5 Inspection of Organization

- a. CCPS reserves the right before the recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to perform all services under this ITB at or above a satisfactory level. CCPS further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet any requirements or to perform the services of this ITB. The ability or inability to meet all requirements and service CCPS under this ITB will be at the discretion of CCPS.
- b. CCPS further reserves the right to conduct inspections, by CCPS staff or any individual as designated by CCPS, at all reasonable times throughout the bidding period and/or duration of the awarded contract. Inspections may be conducted at any time during the contract and may include but not be limited to the vendor's facilities, operations, warehouse, transport equipment, storage, and processing facilities.
- c. The contractor shall at all times during the Contract remain responsive and responsible. The contractor must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to the plant, machinery, and capacity of the contractor for the services under this ITB. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services to be furnished do not meet the specified requirements, that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the Contract.
- d. Bidder may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- e. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after the award of the Contractor, but should it elect to do so, the contractor is not relieved from fulfilling any contract requirements or documents.

2.6 References / Servicing List

- a. The Bidder must present a minimum of **three (3) references** for which they were the primary provider of similar commodities/services within the last two (2) years. All references must include the name of the organization, a contact name, title, number, address, a brief description of commodities/services provided (including estimated quantities), location, and date(s) of services (mm/yy to mm/yy).
- b. Although bidder(s) may have or is currently performing work for several CCPS sites, CCPS or any of its sites may only be used as one (1) reference.
- c. All references shall be for items/orders that are similar in nature, scope, and fairly equivalent in size to that of the items listed under this ITB.

- d. The Bidder shall provide a **servicing list**, in chronological order, of any school district (include dates serviced, city, state) for which it has provided commodities/services within the last five (5) years.
- e. CCPS reserves the right to solicit reference letters from known prior or existing customers of the Bidder.
- f. Failure to submit references or incomplete may result in the rejection of the bid.

2.7 Previous Experience with CCPS

Bidder shall provide, on the bid sheet, a brief description of any previous experience with CCPS, if applicable. Details of the description should include site(s) and any key CCPS personnel involved.

2.8 Organization Description

A description of the bidder's organization must be supplied in the appropriate area on the bid sheet. The description shall include but be not limited to, a brief history of the organization, a description of services provided, the number of employees currently employed, etc.... Failure to submit an organization description may result in the rejection of the bid.

2.9 Business/Contractor Licenses

- a. Bidder shall possess all applicable business licenses required to perform services under this ITB.
- b. ***Business Tax Receipt:*** A copy of the current and previous year's business licenses (2 total) from the bidding vendor to operate and perform the requested services within Collier County, Florida, **must be submitted with ITB**. All licenses must have a minimum classification of: "fresh produce/citrus distributor" or a similar category. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have the current name and address of the bidder. If the bidder has moved since the issuance of the license, it must document as such with a written explanation and submit it with the bid. Failure to supply a copy of business license(s) may be cause for rejection of ITB.
- c. Licenses must be valid/current at the time of submittal and shall be maintained throughout the contract and submitted to CCPS as necessary. Furthermore, the Contractor for the duration of the contract shall comply with all Federal, State, and Local rules, regulations, and licensing requirements necessary to perform the services and work required under this ITB.
- d. Bidder may submit copies of additional licensure as well as any other State Licenses, certificates, or another licensure, which will further demonstrate its capabilities.

2.10 Financial Information

Bidder shall submit year-end financial information from the last two (2) years, which demonstrate the financial well-being of the organization. Financial information may be either accounting audits, profit & loss/balance sheets, and/or business/corporation income tax returns prepared by a third party. All financial information shall be submitted in US Dollars. Financial Information may be submitted on a separate in a sealed confidential envelope with the bid, clearly labeled with the bidder's name, "CONFIDENTIAL: Financial Information Enclosed", and a list of the forms that are enclosed. CCPS will only open if a bid is being considered. Financial information may be returned, after the award has been made, upon request. Failure to submit financial information may result in the rejection of the bid.

2.11 Account Manager / Service Representative

The contractor shall have one (1) or more Account Managers (AM), specifically assigned to the CCPS account. The bidder shall elaborate on the qualification of any AM(s) assigned to the CCPS account, including but not limited to evidence of his/her knowledge of the local market, school nutrition, and a description of the type of discretion and/or authority he/she has to resolve problems and take action. The bidder shall provide, on the bid

sheet, the information on the AM that will also serve as a service representative to be contacted for quotes, placement of orders, and general assistance needed by CCPS.

2.12 Staff Replacements

The bidder shall provide a competent, suitably qualified Account Manager (AM). In the event it is necessary to replace the AM, the contractor must provide written notification to CCPS of any changes in its personnel identified in their response to this ITB. Such notification shall include a detailed reason(s) for the need to change personnel and the bidder's documentation that the replacement AM has equal or greater qualifications and experience. CCPS reserves the right to reject any replacement staff member and may use alternate vendors or cancel the contract if suitable replacements cannot be made available. Any changes in personnel mentioned herein must be submitted and approved in advance by CCPS Director of Nutrition Services.

2.13 Location & Staff

All bidders must have an office/branch or other facilities, with adequate product, storage, and warehouse facilities located within an area capable of meeting the response times as indicated herein and the needs of CCPS. The bidder shall indicate the location that will be servicing this ITB in the appropriate area on the bid sheet. The location provided shall be currently open and operational and shall have been open and operational for the previous consecutive two (2) years.

2.14 Partial Bids

Due to the need to have a ready and consistent source of supply available for the commodities under this ITB, CCPS will accept partial bids, however, all items bid shall be available for any CCPS site. CCPS will NOT consider partial bids for certain sites or bids that exclude certain geographical locations.

Section 3 - Contractor Requirements

3.1 Contractor Performance

- a. The contractor (s) shall maintain an acceptable level of satisfactory service throughout the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or for any reason deemed necessary by CCPS staff. Reasons for any withholdings will be provided to the Contractor in writing along with an acceptable time frame the Contractor has to fulfill all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the corresponding CCPS department or its designee, then the contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory performance of the Contractor. The withholding of any monies and the subtraction of costs/fees incurred will be used at the discretion of CCPS. If no monies are owed to a contractor and performance levels are below satisfactory then termination of the contract as outlined in this ITB will apply.
- b. It shall be the responsibility of the contractor to be knowledgeable and familiarize itself with any applicable federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the services provided under this ITB, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. The contractor shall perform all services per all Federal, State, County, and City statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Contractor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

3.2 Trial Period

- a. Awarded contractor(s) may be placed on a ninety (90) day trial period at the commencement of the contract. During and towards the end of the trial period, CCPS personnel will decide on whether to continue the contract or to remove the Contractor and award contract(s) to the next low, responsible bidder or place out for bid as necessary. The decision will be based on performance, workmanship, and the ability of the contractor to meet the servicing needs of CCPS.
- b. CCPS reserves the right to terminate the contract or contractor(s) at any time during the trial period, for failure to perform, failure to service CCPS, or failure to meet any of the requirements of the ITB. Any such termination will be made in writing and may be immediate.
- c. If no work is performed in the initial ninety (90) days of the contract, then the trial period may be extended until an evaluation of the contractor(s) services can be completed. The extension and length of any such case will be at the discretion of CCPS.

3.3 Contractor Employee Conduct

- a. The contractor shall be responsible to CCPS for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under a contract with the awarded Contractor(s) of this ITB.
- b. ****The Contractor shall strictly prohibit interaction between its employee(s), suppliers, or anyone involved in any manner with projects under this ITB and the student population.****
- c. Contractor employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive, or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- d. The contractor shall require its employees to comply with the instructions about conduct and School Board regulations, issued by duly appointed officials, such as the Principal, Facility Manager, etc. The Executive Director, Maintenance Supervisor, and/or the Principal of any site where work is being performed or his/her designee, at their discretion, may require that the contractor immediately remove any employee from working on CCPS premises for violating any School Board policies, general misconduct or terms of this agreement.
- e. CCPS reserves the right to require a change in service of any contractor employee if the conduct of the Contractor's personnel, in the opinion of CCPS, is unprofessional.

3.4 Employee Dress Code

Employees of the Contractor shall be required to dress per CCPS's dress policy and must wear proper attire and a company shirt **at all times while on CCPS property**. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site. All shirts/uniforms shall have the company name and/or logo on the shirt.

3.5 Background & Identification Badges

- a. Bidder shall adhere to all CCPS & State requirements regarding fingerprinting and badging. Bidder shall review and complete **Exhibit JLA** attached hereto and submit it with its bid.
- b. According to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any sub-contractor employees.

- c. After the award of the bid, contractors' and sub-contractors' employees may need to be screened according to CCPS policy 1121.01. The fee schedule and other important information about fingerprinting can be obtained on our website at <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". Failure to comply will result in the immediate termination of the contract and removal from the bid list for three (3) years.
- d. Contractor employees are required to wear, **at all times on any site**, State issued identification badges per CCPS policies and the Jessica Lunsford Act. Employees will not be allowed on any CCPS site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of the contract(s). Please note that the contractor(s) must submit all COIs, licenses, etc.... before badges can be issued.
- e. The contractor may be required to submit a list of badged employees to the Maintenance Department after the commencement of the contract. Any changes during the contract must be updated and submitted immediately.
- f. *****Contractor employees using badges from another, terminated, or retired employee is strictly PROHIBITED and will be cause for immediate termination of contract***.**
- g. Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to ensure they meet all State and CCPS requirements.

3.6 Insurance Requirements

- a. Certificate of Insurance
Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL
5775 Osceola Trail
Naples, Florida 34109.

All certificates shall list the ITB # and title and be submitted to Ms. Emily Bordner, Purchasing Department either via e-mail (Purchasing@collierschools.com) or facsimile ((239) 377-0074). Failure to provide a COI shall be cause for termination of the contract.
- b. Duration of Insurance Policies
All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured.
- c. Insurance Policy Review
Insurance policies may be submitted for review to the School Board's attorney and/or the Purchasing Department. Said policies shall be in form and content satisfactory to the CCPS's said, representatives. Said policies shall also name CCPS as an additional insured party where specified herein.
- d. Worker's Compensation
The contractor (s) must comply with FSS 440, Workers' Compensation, and Employees' Liability Insurance with minimum statutory limits.

e. **Comprehensive General Liability**

The successful bidder shall procure and maintain, for the life of this contract/agreement, Comprehensive 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 minimum limits of coverage shall be \$1,000,000 per occurrence / \$2,000,000 aggregate.

f. **Business Automobile Liability**

The successful bidder shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

3.7 Right to Require Performance

The failure of CCPS at any time to require performance by the contractor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by CCPS on any non-compliance by the contractor does not constitute a waiver of any rights under this ITB.

3.8 Inspection of Services / Correction of Deficiencies

- a. In the event the products/services or general performance of the contractor is unsatisfactory, the contractor will be notified by CCPS with a description of deficiencies, and a timeline for corrective action. Unless otherwise specified herein and/or in the notification, the contractor will have seven (7) calendar days to correct all deficiencies. There will be no cost to CCPS for these corrections.
- b. If any deficient service or work is not corrected, or if the contractor fails to perform any required service within the schedule, CCPS reserves the right to obtain substitute performance. Deductions of the cost of such substitute performance will be made from the Contractor's payments. Exemptions may be given by the Nutrition Services Department if notified of any delays, problems, or conflicts that may arise during a particular project or service. Repetitive unsatisfactory performances will result in the termination of the contract.
- c. Any exception made by CCPS, shall not relieve the contractor of its responsibility to remedy any deviation, deficiency, or defect.

3.9 Safety Service Standards

- a. The contractor (s) shall ensure the safety of its employees, building occupants, and the environment throughout the contract for any CCPS delivery.
- b. The Contractor shall be responsible for instructing and training their employees in all safety measures
- c. The Contractor shall determine the need for and provide its personnel with all protective or safety items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used. Failure to comply will be grounds for termination of the contract.
- d. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on CCPS property.
- e. **CCPS reserves the right to stop any work practices, procedures, etc... it deems to be unsafe, at any time.**

3.10 Contractor Vehicles

Contractor vehicles shall be clearly labeled with the contractor name and logo unless otherwise approved by CCPS, and shall meet all Federal, State, and local statutes and regulations.

3.11 Property Damages

- a. The contractor shall perform necessary services in such a manner that does not damage CCPS property. In the event damage occurs to the property because of any services performed under this contract, the contractor shall immediately report the incident to the Nutrition Services Department. The contractor will replace or repair the same at no cost to CCPS. If the damage caused by the contractor has to be repaired or replaced by CCPS, then the cost of such work shall be deducted from the monies due to the contractor.
- b. Any other damage caused by the contractor shall be **immediately** reported to the appropriate Nutrition Service Department representative. Any damage caused by a contractor shall be repaired or replaced at the Contractor's expense. A reasonable schedule for the repair or replacement of any CCPS-damaged property shall be worked out with the CCPS Supervisor, Contractor, and/or site. CCPS may, at its option, have items repaired or replaced internally.
- c. Personal property damaged by the contractor may be worked out between the contractor and the individual owner(s) of the damaged property.
- d. Non-compliance with these procedures shall result in any invoice(s) being held until replacement parts are received or repairs are completed by the Contractor to the satisfaction of CCPS.

Section 4 – Produce, Scope, & Description of Purchases

4.1 Description

- a. This ITB defines the **minimum** requirements necessary to provide commodities/services. The awarded vendor(s) shall deliver fresh produce to each individual designated school/site on a scheduled basis. It shall be the responsibility of the vendor to provide all supervision, labor, packing, handling, delivery, and other services that are necessary for the proper execution and performance of this contract. The vendor shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge, and ability as is necessary to perform all deliveries in a manner that is safe, effective, efficient, environmentally acceptable, compatible with industry standards and compliant with all regulatory requirements.
- b. The awarded vendor(s) shall work continuously on behalf of CCPS to provide the most suitable products at the most acceptable costs. Therefore, the awarded vendor(s) will be required to solicit bids from suppliers, order produce as needed, warehouse products in an acceptable manner, make deliveries to schools on a timely basis using acceptable vehicles, and promptly provide price and audit reports for the duration of the contract.
- c. The awarded vendor(s) is expected to provide service cooperatively and otherwise assist the Nutrition Services Department in providing fresh, palatable, and nutritious foods at acceptable price levels.
- d. CCPS is estimating approximately \$1,100,000.00 will be expended on fresh produce in each calendar year. The estimate will vary and fluctuate depending on a wide variety of variables. Due to the unpredictability of the nature of the needs, the number of variables involved in this market, and restricted budgets, CCPS will not be obligated to this dollar amount, and it is provided for bidding purposes only. A contract award under this ITB only guarantees a source of supply and not necessarily a dollar amount.

- e. The awarded vendor(s) must appoint an account manager (AM) as described herein, who will be immediately accessible to resolve problems as they may arise. The AM and Nutrition Services Department shall communicate often (at a minimum once a week) for feedback, resolution of problems, and other relatable issues about the contract.
- f. It is the vendor's responsibility to be familiar with and provide all commodities/services under this ITB in compliance with all current federal, state, and local laws, codes, rules, and regulations. All commodities/services will be per all governing requirements and shall conform to all laws, ordinances, codes, rules, and regulations including state, local, and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry, including but not limited to:
 - State Board of Health and Collier County Health Department specifications and standards,
 - FS 287.0822
 - FS 500
 - FAC 5K
 - CFR 7, Part 210, 250
 - CFR 9, The Federal Food, Drug, and Cosmetic Act
 - the Poultry Products Inspection Act
 - The Agriculture Act of 1935
 - The National School Lunch Act of 1946
 - The Child Nutrition Act of 1966
 - The Healthy Hunger-Free Kids Act of 2010
 - The Commodity Distribution Reform act of 1987

All commodities/services shall meet or exceed the accepted standards of the industry. Failure to abide by this will be cause for termination of the contract.

NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.

- g. The Nutrition Services Department or its designee will be the sole judge of conditions and the performance of the Contractor.

4.2 Description of Sites

- a. CCPS currently has over fifty-nine (59) sites located throughout Collier County, Florida that may require commodities/services under this ITB. A list of sites and addresses may be obtained at:

<http://www.collierschools.com/domain/80>

Please note that this list may not be all-inclusive. All CCPS sites are located in Collier County, Florida, including the cities of Naples, Immokalee, Marco Island, and Everglades City. The contractor shall be able to deliver commodities/services at any CCPS site.

- b. CCPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based on the pricing given herein.
- c. The majority of orders under this ITB will be placed by the Nutrition Services Department; however, the bidder shall note that any CCPS site may place orders for commodities/services under this ITB. The prices submitted by bidders under this ITB will be held for any CCPS site.
- d. Any commodities/services ordered under this ITB are ordered on an as-needed basis only. Therefore, no minimum or maximum amount is guaranteed.

4.3 Farm-To-School

- a. CCPS participates in the federal and state Farm-to-School program which is a collaborative project to connect schools and local farms to service locally grown (seasonal produce grown in the State of Florida), healthy foods, in K12 school settings, improve student nutrition, educate students about food and health, and support local and regional farmers. It is ITB to purchase produce from such farmers.
- b. Due to the seasonality of various produce, it is understood that all items under this contract may not be available locally and will need to be sourced through other means. A local farmer is a qualified grower located within the State of Florida. In addition, the awarded vendor will consider purchasing produce from local farmers as identified by the Nutrition Services Department.
- c. The awarded vendor(s) is to assure the GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers.

4.4 Fresh Fruit and Vegetable Program (FFVP)

- a. The Nutrition Services Department anticipates several schools being awarded, on an annual basis, the USDA Grant for the Fresh Fruit and Vegetable Program (FFVP). The number of schools awarded this grant will vary from year to year. CCPS will be in a position to offer a fresh fruit or vegetable snack for every student, up to five (5) days per week, for the awarded schools.
- b. Special consideration is necessary for these grant-awarded sites for an increased delivery schedule and the desire to serve a variety of “less common” produce as an introduction to students for additional healthy options.
- c. Suggestions and recommendations from the awarded vendor on in-season “less common” domestic produce with competitive pricing will be necessary.
- d. Carambola (star fruit), jicama, bok choy, avocado, eggplant, and grapefruit are examples of products that may be purchased for this program in addition to the more traditional items. See Attachment #1 for a list of suggested items purchased under the FFVP program.
- e. When financially feasible, produce that is individually packaged, ready to eat, or available in a single serving size will be utilized in the FFVP due to time constraints to avoid loss of instructional classroom time and labor restrictions.

4.5 Requirements of Facilities & Delivery

All awarded farms/vendors will meet the following facility and delivery requirements:

1. Utilize refrigerated warehouse facilities capable of holding temperatures at 35°F, 50°F, and 70°F including refrigerated receiving and loading areas.
2. Utilize a fleet of mechanically refrigerated trucks or refrigerated truck compartments with a holding air temperature of 41°F minimum while the product is being loaded and during delivery routes.
3. All warehouse and delivery vehicles must maintain the proper storage temperature per the Florida Department of Health Food Safety Guidelines. <https://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/documents/64e-11.pdf>

4.6 **Produce Lists**

- a. The ITB provides an OVERALL list of potential fresh produce that may be purchased during the contract, as demonstrated on the bid sheet. This list is compiled of desired produce that may be utilized when in season and as it is available to CCPS. Purchases will be made from this list in various quantities and sizes as approved by the Nutrition Services Department.
- b. The awarded contractor(s) will provide a weekly price and availability listing of “Fresh from Florida” produce before orders are submitted and/or agreed on.
- c. The Nutrition Services Department will provide the awarded vendor(s) **an approved fresh produce APPROVED ORDER LIST of approximately thirty (30) items** from the bid list, which may be ordered directly by school site Food Service managers.
- d. CCPS reserves the right of adding or deleting items to the OVERALL and/or the APPROVED ORDER fresh produce lists, at any time during the contract. Additions may be quoted from multiple sources at the time of purchase. Any addition will be subject to the successful completion of price negotiations and any documentation necessary to support the price, product, or other.

4.7 **Overall Bid List Items – Specifications**

- a. The bid sheet lists items with a description of the standard of quality acceptable by CCPS. If an item is listed by a registered trade name and the wording “no substitute”, “spec only” or “only” is indicated, only that trade-named item will be considered. CCPS reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the CCPS Purchasing Department.
- b. If the wording “no substitute”, “spec only” or “only” does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as “offered equally” may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by the Nutrition Services Department.

4.8 **Bid Samples**

- a. Upon review and evaluation of ITB submittals, **CCPS may ask for a sample of any item bid**. Samples may also be required for any item that is submitted as an alternate or different from what is specified to ensure quality and that the alternate product meets or exceeds the specifications. Samples may be requested for any product offered that has not been previously approved and/or utilized by CCPS.
- b. CCPS shall contact the bidder(s) for its request for a sample(s) via e-mail. Once requested, the bidder shall submit a case in its original packaging and labeling of the product requested, for a thorough evaluation. Samples **MUST** be submitted within five (5) business days of the request (exceptions may be made if coordinated with CCPS). Further instructions on the size and quantity of the sample(s) may be given at the time of the request. Unmarked cases or bags containing loose samples, produce not maintained at the appropriate temperature are not acceptable.
- c. If a sample has been deemed acceptable, then CCPS reserves the right to test any awarded product within its sites, for a period as designated by the Director of Nutrition Services. Evaluations of test products will be performed based on student evaluation and ratings of appearance, smell, and taste via questionnaire. CCPS reserves the right to reject any product that receives less than a 75% approval rating.

- d. The sample(s) shall be submitted in a package/envelope with the ITB #, Title, and marked "SAMPLE for ITB #23-006". Unless otherwise instructed to at the time of sample request, all samples shall be submitted to:

District Contact: Tammy Lemke, Senior Buyer
Street Address: Purchasing Department
5775 Osceola Trail, Naples, FL 34109
Telephone: 239-377-0041
Fax: 239-377-0074
E-mail: lemket@collierschools.com

- e. All samples will be provided free of charge, including transportation charges.
- f. The bidder is responsible for notifying and deciding for pick-up from CCPS if a return of samples is expected. All samples unclaimed for ten (10) days will be disposed of at the discretion of CCPS.
- g. Failure to provide a sample may be cause for rejection of the item bid and/or the entire submittal.

4.9 Facility Visit / Inspection

CCPS and its representatives shall have access to any vendor facility at any time during normal business hours for the duration of the contract. CCPS may visit the vendor facility, unannounced, to perform an inspection or to observe the vendor's process and/or verify product quality and food safety. Any additional products that are received by the vendor, may be inspected during the facility visit.

4.10 Farms

CCPS will require a list of farms that may be utilized with name, location, and product description.

4.11 Order Information

- a. A Purchase Order (PO) issued by the CCPS Purchasing Department, from School Internal Accounts, or a district-issued P-Card are the only legal, authorized, ordering methods for vendors to provide commodities/services to any CCPS site or department. A commitment, either written or verbal, from any CCPS employees without a valid PO or P-Card, does not constitute an obligation by CCPS to a vendor. Any vendor that provides commodities/services without a PO or P-Card is doing so at their own risk and risk of non-payment.
- b. Upon the finalization of the award of a contract, the Nutrition Services Department and Purchasing staff will host a meeting with the awarded vendor(s) to review the ordering process and methods of operation. The meeting may take place virtually if necessary.
- c. The Nutrition Services Department will provide copies of menus to the awarded vendor(s), which will indicate, well in advance, the use of various produce items. Individual school orders will be submitted approximately seven (7) days before delivery. Orders will be submitted on a mutually agreeable schedule and method per this ITB transferred electronically or picked up by the awarded vendor at a designated time and place. The awarded vendor(s) will then provide a weekly price and availability listing of produce before the order is agreed upon.
- d. CCPS intends to have the order process adhere to the following:
 - i. Orders will be submitted by the Nutrition Service Department and/or Site Managers directly to the awarded vendor(s).
 - ii. Orders will be submitted via email or the agreed-upon awarded vendor's electronic online ordering system^①. No verbal orders are to be accepted. CCPS is currently using MCS software.

^① *If a vendor utilizes an ordering system, it shall indicate the name and developer in the appropriate area on the bid sheet. Bidder shall also provide any additional, details, technical requirements, and documentation of the system with its ITB submittal. Note the system may be rejected by CCPS if the said system is not compatible or feasible with existing CCPS system(s). Submittal of the system must include details of training and support available to CCPS staff and Nutrition Service Managers.*
 - iii. All orders shall be screened by the vendor for accuracy, availability, appropriate approval (APPROVED ORDER LIST (as applicable)), and any other anomaly. Any error or discrepancy shall be clarified with either the site or the Nutrition Services Department and adjusted within 48 hours of the scheduled delivery
 - iv. Orders must be able to be input/placed seven (7) days with a desired fourteen (14) day lead time before the delivery. Considerations are desired for school breaks and non-student contact days.

- v. Modifications to an existing order (additions/deletions) shall be available up to three (3) days before delivery.
- vi. All orders shall be confirmed via the electronic system and/or e-mail within two (2) hours of receipt. Any change or modification to an order shall also be confirmed within two (2) hours.
- e. The inventory for any CCPS order should be allocated at the time of order placement.
- f. The vendor(s) shall establish a backup system, manual call line, or facsimile system format in instances when the electronic system and/or e-mail is not accessible or unavailable. The bidder shall describe this process in the appropriate area on the bid sheet.
- g. Exceptions to the ordering times will be adjusted for emergency orders as applicable including but not limited to cancellations the day before the delivery.

4.12 Fresh Produce Guarantee

CCPS expects to have fresh produce delivered and on hand at all times. All products should have seven (7) days of life from the day of delivery to school unless otherwise approved by the Nutrition Services Department. If days of life guarantee is less than seven (7) days from the date of delivery, then deliveries shall be made twice a week to coincide with the days of life to ensure fresh produce is on-hand at all schools (i.e., if the days of life is 4 days, then deliveries would occur on Mondays and Thursdays). The repeated documented failure of the vendor to not deliver produce meeting the freshness guarantee may be deemed as a default of the contract.

4.13 Delivery Information

- a. Deliveries are to be FOB destination, inside delivery. Delivery and services shall meet the standards now in effect at each school and shall always meet the approval of the Nutrition Services Department or designee. To ensure satisfactory performance, the awarded vendor(s) must deliver all items on the approved scheduled delivery day, at a minimum monthly average accuracy level of 97 percent of the order lines or a lower level of acceptable accuracy at the discretion of the Nutrition Services Department.
- b. All vendor facilities and delivery vehicles shall conform to local, State, and Federal rules and regulations regarding safety and sanitation and are subject to inspection by CCPS or other officials at the discretion of CCPS. Delivery vehicles must be equipped to maintain the appropriate temperatures and product segregation as necessary. Temperatures shall be recorded per Food Safety Plan (HACCP) guidelines upon delivery.
- c. Deliveries must be made in clean, well-maintained refrigerated trucks to adequately protect the products. Drivers must deliver products to dry storage or cooler rooms as designated by the Nutrition Services Manager at the delivery site. Drivers are not required to place products on shelves or remove containers from master cartons.
- d. Signage with the contractor's name shall be prominently displayed on the delivery vehicles the contractor utilizes to conduct business on CCPS school campuses.
- e. The contractor shall make all deliveries in such a manner that will reduce shifting cases on the delivery vehicle, and thereby, minimize crushed or damaged cases/products.
- f. The contractor's delivery personnel shall conduct business with CCPS personnel in a competent, courteous, and professional manner, including cleaning up any messes made by dropping or spilling food products. CCPS shall notify the contractor of any chronic problems and may request that the offending personnel be removed from the account. The contractor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

- g. The expectation is that the contractor guarantees delivery on the days designated/scheduled. If the contractor fails to deliver an order, the contractor must notify CCPS immediately to take corrective action, such as making a special delivery to CCPS, arranging for delivery by an alternate supplier, or making other satisfactory arrangements as approved by the Nutrition Services Department. The contractor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the contractor be unable to resolve any delivery issues internally.
- h. If critical products are not delivered completely, the contractor shall be notified immediately and must correct the situation within four (4) hours of notification, through a process such as arranging for delivery of the same product or an acceptable substitute. If the contractor is unable to resolve the situation causing CCPS to buy a product from another source due to shortages that occur, the contractor shall be expected to reimburse CCPS for any difference in the purchase price if the alternate product costs more than the originally ordered product, and for any additional labor incurred by CCPS.
- i. Continual non-compliance or failure to adhere to the delivery information may be cause for cancellation of the contract.

4.14 **Delivery Schedule**

- a. The Nutrition Services Department and awarded vendor(s) will discuss, and approve a **delivery schedule** at the start of the contract. The intent is to ensure all sites receive fresh produce as required and necessary throughout the contract. The discussion will include the school calendar and plans around scheduled school closure dates, as well as any holiday schedule that may affect delivery throughout the year. The Nutrition Services and awarded vendor(s) shall keep an open line of communication specifically on the delivery of items throughout the year and any adjustments that may be necessary.
- b. CCPS will require approximately 1,200 scheduled delivery drops per school year. These drops will average about \$300.00 each. The contractor shall deliver fresh produce weekly to approximately forty-nine sites regularly as approved by CCPS. CCPS reserves the right to add additional deliveries during the week at the same terms and conditions if necessary.
- c. CCPS will coordinate long student breaks with the awarded vendor for approximately fourteen (14) days in advance.
- d. Deliveries will only be accepted during school cafeteria receiving hours of Monday through Friday 7:00 am to 1:30 PM (**or as approved by the Nutrition Services Department**) and must avoid critical periods. It is the responsibility of the awarded contractor to identify critical periods as defined by Nutrition Services and coordinate appropriate delivery schedules.
- e. Deliveries shall never interfere with or hinder student safety or traffic flow during student drop-off or pick-up times or areas and should be avoided at all possibilities during these times.
- f. CCPS must be notified as soon as possible of any delivery delays. A delay is defined as more than one (1) hour past the delivery window. If an order is delivered late, the vendor will be expected to reimburse CCPS for any overtime pay incurred by any Nutrition Services receiving personnel.
- g. Any proposed changes in the delivery schedule must be submitted to the Nutrition Services Department 30 days prior for approval.
- h. If schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day.

- i. In an emergency, CCPS may request early deliveries (i.e. first off the truck) to get needed products into operation first thing in the morning; or extra deliveries if needed, in addition to the normal delivery schedule. If necessary any emergency order placed should be same-day delivery. These deliveries shall be coordinated with the contractor. There shall be no additional charge for any extra deliveries or those made outside the normal delivery schedule.
- j. Continual non-compliance or failure to adhere to the delivery schedule may be cause for cancellation of the contract.

4.15 Delivery Subcontracting

Due to the high concentration of deliveries several times per week, the awarded vendor(s) may subcontract a portion of the deliveries as approved in writing by the Nutrition Services Department. Please list in the appropriate area on the bid sheet a list of potential delivery sub-contractors. An additional fee for subcontracting deliveries may be quoted in the appropriate area of this ITB

4.16 Delivery Inspection / Acceptance

- a. All deliveries and shipments are subject to inspection upon arrival at the CCPS ordering school/site.
- b. Deliveries shall be made for complete orders with the delivery being made on the scheduled delivery date. Backorders are not desirable. In the event the vendor(s) is unable to complete the order as required, the contractor shall contact the Nutrition Services Department as soon as possible. At that time, by mutual agreement, a determination shall be made if a backorder, reorder, or Nutrition Services-approved substitute should be processed. Any substitute or omitted item should be delivered within 24 hours or the next business day.
- c. At the time of delivery, a designated CCPS Nutrition Service employee will “check-in order” verifying the accuracy of the order including but not limited to the quantity and types of products received. **Only a CCPS Nutrition Services employee may accept, check in, and sign off on delivery for fresh produce. All produce must be refrigerated and stored immediately upon arrival and therefore no other CCPS staff or site member may accept or receive goods. Under no circumstances is fresh produce left unattended at the site without acceptance by a Nutrition Services employee. Failure to adhere or comply will result in the return of all unattended items for a full refund or replacement order.**
- d. Any deviations or problems noted at the time of delivery will be communicated to the contractor’s delivery personnel, who must have the ability to issue and authorize credits for items that must be returned, are damaged, improper, or missing at the time of delivery. If a product is unacceptable, a credit adjustment is to be made on the invoice at the time of delivery, or within twenty-four (24) hours of the discovery of concealed damaged and/or quality and forwarded to the CCPS District Nutrition Services office.
- j. CCPS reserves the right to refuse delivery of any products(s) which may have evidence of improper storage, sanitation practices, or otherwise do not meet the proper standards as detailed within this ITB. Multiple occurrences may result in the cancellation of the contract.
- k. The vendor shall immediately credit any item/delivery not accepted, not meeting proper standards, or agree to replace and redeliver the next business day. If the same item is not available for redelivery the next day, the product can be replaced with another like item only with the advance approval of the Nutrition Services Department.
- l. The contractor must identify a protocol for the replacement of the non-acceptable product and concealed damage.
- m. The contractor shall deliver all products individually labeled and invoiced by delivery location.

- n. Upon acceptance, the authorized CCPS employee shall provide a signature for the acceptance of goods. In the case of large orders, the check-in process may be quite lengthy. Please allow time and patience for this process to be completed. Signatures serve as the authorization for payment. CCPS reserves the right to refuse payment of unsigned invoices.

4.17 Order/Delivery Product Substitutions

- a. No substitutions shall be made without prior approval from the Nutrition Services Department. The decision on substitutions will be made by CCPS, based on cost, intended use for the menu, and customer acceptance.
- b. If an item(s) ordered cannot be delivered due to unavailability, the Nutrition Services Department will be notified at least one (1) business day before the scheduled delivery date and the vendor shall offer substitute items. The substitute must equal the quality and be offered at the same or lower rate than the originally ordered item. The Nutrition Services will verify and approve/deny any substitute via e-mail.
- c. All substitutions shall be noted on the invoice. Also, the originally ordered product shall be left on the invoice and show zero (0) shipped.
- d. Substitutes in pack size may be permitted on items based on availability. Any change to a pack size must be pre-approved by the Nutrition Services Department.
- e. CCPS reserves the right to order from alternate sources when the contractor fails to supply required products as requested.
- f. CCPS reserves the right to make product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, out-of-stock, unavailable, or other product deficiencies.
- g. An excessive occurrence of substitute, unavailable, or out-of-stock items may be cause for the cancellation of the contract.

4.18 Supplier Direct & Opportunity Purchases

- a. CCPS reserves the right to solve product costs directly from brokers, shippers, freight haulers, or direct receivers, and instruct the awarded vendor(s) where to purchase products and what prices to pay.
- b. CCPS reserves the right to make opportunity purchases due to seasonal volume, weather considerations, or another opportunity that may arise. Awarded vendor(s) may be instructed on where to purchase any opportunity buy and what prices to pay.
- c. Awarded vendor(s) may contact the Nutrition Services Department when an opportunity purchase is available that may be of interest to CCPS.

4.19 Promotions

The awarded vendor(s) agree to accept rebates from shippers on reimbursable cost items during the contract period, which in effect lowers the cost to the distributor and shall pass along to CCPS any cost reductions offered by shippers on a “*promotional*” basis. It will be the awarded vendor(s)’s responsibility to notify CCPS when promotions are offered. For example, if the cost of a product is \$22.00, and the distributor petitions the shipper for a \$1.00 rebate, this rebate must be passed on to CCPS and the product cost would then become \$21.00.

4.20 Packaging & Labeling

- a. All packaging and packing will be per Good Commercial Practice. All items must be labeled by brand name, product code, and/or any other identification which identifies the product when delivered.

- b. Products must be delivered in good condition in clean, dry cartons and crates. Contents must be free of damage, and infestation and within the proper temperature. The date stamped on cartons will be utilized to further substantiate freshness.
- c. Products shall be delivered in standard industry packaging bearing the following labeling:
 - 1) Name, address, and inspection legend of the processor;
 - 2) Case/carton label with exact contents (size of case or carton net weight, case count, percentage of product ingredients used.
 - 3) Manufacture/production date (pack date);
 - 4) Manufacture lot or production number;
 - 5) Child Nutrition label, if available.
 - 6) Expiration Date
 - 7) "Best Buy" Dates
- a. All containers greater than 25 pounds net weight must be labeled as such.
- b. CCPS may consider and evaluate minor variations in packing and packaging proposed by Bidders. Any variation must be pre-approved by the CCPS Nutrition Services Department.
- c. Significant or unapproved deviations and changes from these packaging and labeling requirements are not acceptable. Failure to provide labeling as described herein and/or failure to obtain pre-approval for any deviations may result in the termination of the contract.
- d. Failure or continual failure to comply may result in the termination of the contract.

4.21 Hazardous Analysis and Critical Points (HACCP) Plan

The vendor shall submit a detailed summary of their HACCP (Hazardous Analysis and Critical Control Points) Plan with their bid response. CCPS reserves the right to request a complete copy of the plan at any time during the evaluation process and/or contract.

4.22 Quality Assurance

- a. All produce shall be free from decay, well colored, U.S. grown, and possess characteristics associated with quality requirements and grade standards of U.S. No. 1 grade or better. The vendor is expected to maintain processes and a quality assurance program to ensure the produce delivered meets these characteristics and is of the highest quality.
- b. It is understood that taste, acceptability, and freshness are essential in defining product quality. Grades for food products are based on standards established by the U.S. Department of Agriculture, Agriculture Marketing Service, and items supplied must be of the grade indicated for the item.
- c. All distribution facilities and vehicles utilized in the performance of the contract shall be identified as having been officially inspected for sanitation by the applicable Federal and/or State regulatory agency having jurisdiction. The vendor shall provide a copy(s) of agency sanitation inspection reports, including any adverse findings, to CCPS at any time during the contract, within three (3) business days of request. Failure to continuously maintain an acceptable level of sanitation per any regulatory requirements may be deemed a default of the contract. A satisfactory inspection report contains no "critical violations" of food sanitation and safety.
- d. The vendor shall have in place a system that provides for quality control and the delivery of products at consistent and specified quality levels and a system of safety and sanitation inspections assuring the

delivery of products free from contamination and product degradation. The vendor shall provide a copy of a current Facility and Food Safety Audit/Inspection report from the Florida Department of Agriculture & Consumer Services and/or a certified/qualified independent third-party company with their bid response. Any future Facility and Food Safety Audit/Inspection reports during the term of this contract will be provided to CCPS.

- e. CCPS reserves the right, at any time to have representative samples of delivered products tested by the Health Department and/or USDA-approved testing laboratory to ensure compliance with product specifications and established quality control standards. Should tested samples not comply, the vendor shall be responsible for all costs associated with the testing including product samples. As an assurance of compliance, CCPS shall thereafter have the discretion to have samples tested periodically at the expense of the vendor.

4.23 Food Safety & Recalls

- a. Ensuring the safety of the food supply is critical to CCPS. All awarded vendors are expected to comply with all federal, state, and local laws and regulations regarding recalls.
- b. Recalls are an effective method of removing or correcting consumer products that violate laws administered by the Food and Drug Administration. The awarded vendor shall have a plan and process in place to effectively respond to a food recall which should include the following objective:
 - i. Provide accurate and timely communication to the Nutrition Services Department office regarding food recalls with immediate notification to CCPS.
 - ii. Recall information must include traceability, handling of the recalled product, disposal of the recalled product, and evidence of same-day recall activity and accessible documentation.
 - iii. Streamline the process for reimbursement for recalled products.
- c. In the event the vendor receives notice that a product delivered to CCPS 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 vendor shall notify CCPS and the Nutrition Services immediately once receiving such notice.
- d. In the event of a concern or notification from USDA, the vendor must have the ability to trace each entity (grower, processor, manufacturer, etc.). In the process, the vendor must be able to trace one step forward and one step back to its original source. The vendor must provide a detailed summary of their documented method of traceability with their bid response.
- e. The bidder must provide a detailed summary of its "Food Recall Policies and Procedures" with its bid. Furthermore, this policy shall be provided to CCPS upon request within 3-days at any time during the contract.
- f. The awarded vendor shall provide the name, phone number and cell phone number, and email address of its primary point of contact for all food safety and recall incidents. The vendor shall also provide the same information for a secondary point of contact, as a backup to the primary point of contract, in the event the primary point of contact is unavailable or cannot be reached.

4.24 Business / Contract Review Meetings

The awarded vendor(s) shall participate in a business/contract review meeting with CCPS a minimum of once a year. The purpose of the review will be for both parties to discuss any updates, changes, contract terms and/or compliance issues, food costs, overall management of the program, new products, market trends, and any other matters of general interest to the parties. Any such review may be held virtually if agreeable by the parties.

4.25 Utilization Reports

- a. The awarded vendor(s) shall maintain perpetual utilization data by line item, selling price, school delivery site, and contract lump sum. Utilization data must be maintained so that the awarded vendor(s) can report the farms the produce comes from and the number of units delivered at a specific selling price in the event of erroneous pricing.
- b. Utilization reports must show data by purchasing unit (carton, pound, etc.), as well as by dollars. Utilization reports shall be submitted within fifteen (15) calendar days after the end of a month or contract period. Payments for the month before the due dates of utilization reports may be withheld at the discretion of the Nutrition Services Department until interim or final acceptable utilization reports are received.
- c. Utilization reports shall be supplied digitally and e-mailed to the appropriate CCPS designee(s) within the Nutrition Services Department.

4.26 Performance During Disaster / Emergency

- a. During public emergencies/disasters, several CCPS sites serve as public shelters. Furthermore, CCPS will often continue to operate its Nutrition Services programs during such emergencies. The awarded vendor(s) if capable, agree that during and after a public emergency, disaster, hurricane, flood, or other act of nature, CCPS will be given "first priority" and that it will coordinate with CCPS staff for the delivery of produce throughout the emergency/disaster at the same terms, conditions, and pricing as provided in this ITB.
- b. The bidder shall submit a brief one-page summary of its plan for emergencies including a protocol for short-term emergency (24 hours) or a long-term emergency (48 hours or more). A list of shelters has been provided in **Attachment 2**

4.27 Records Audit & Inspections

CCPS or its representative reserves the right to inspect and/or audit all the contractor's documents and records about the products and services delivered under this agreement, at any time during the contract. The contractor(s) will be notified of any such audit/inspection(s) to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this agreement. Documents/records in any form shall be open to CCPS or its representatives and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the CCPS and Contractor(s).

Section 5 - Pricing**5.1 Additional Award Information**

- a. This proposal is for a cost-plus fixed delivery fee contract. The USDA Agricultural Marketing Service, Miami Terminal will be used as a reference for confirming produce cost and origin. The proposed delivery cost must also include, but not be limited to, freight, split pack charges, labor, and packaging. It is the Contractor's responsibility to notify CCPS Nutrition Services Department 60 days in advance of any anticipated changes to fixed cost by furnishing bonified documents (including but not limited to Producer Price Index information, Consumer Price Index for the industry goods). The vendor shall carefully consider each item for conformance to bid specifications. In addition, CCPS reserves the right to award a primary and secondary supplier for all items, to ensure a source of supply is readily available.

- b. Bidders are required to submit a unit cost for each line item and calculate an extended amount per the quantity specified. For the bid evaluation and subsequent award, the unit cost will be based on the pricing methodology as described herein.
- c. In case of a discrepancy in the calculations on the bid sheet, the unit price offered will prevail. CCPS reserves the right to recalculate any error by the bidder in its calculations for the bid evaluation.
- d. Bidders are required to submit a firm fixed delivery fee as described herein.

5.2 **Bid Sheet Quantities/Estimates**

All quantities listed on the bid sheet and herein are ESTIMATES based on the best usage knowledge of CCPS. Quantities are given for bidding purposes only and do not guarantee or obligate CCPS to this amount. Actual purchases made under this ITB will vary from item to item and CCPS does not guarantee items will be purchased exactly as indicated.

5.3 **Groups/Three Category Groups**

- a. **Products with Fixed Cost (Group A):** The items included in this group will require fixed costs for 3-month periods during the school year. The initial pricing period will be January 1, 2023, through April 30, 2023. Price roll shall be submitted to the CCPS Nutrition Services Department by 2:00 PM on the Wednesday prior to the last day of the 3-month period conclusion for approval. Approved pricing will take effect the following Monday and remain fixed for the next three (3) months.
- b. **Products with Market Cost Items (Group B):** The items included in this group may vary throughout the school year due to seasonal availability. CCPS will use the Miami Terminal Market provided by the USDA Agricultural Marketing Service as a guide for pricing and availability for items in Group B. Pricing for Market Cost Items for the upcoming week shall be submitted to the CCPS Nutrition Services Department each Wednesday by 2:00 PM for approval. Weekly price quotes shall include product brand, description, pack size, total cost (delivery included), portion cost, CCPS stock number, vendor stock number, and identification of origin. Prices shall remain firm for the following week's deliveries. The vendor cannot institute a price change without prior approval from CCPS Nutrition Services Department.
- c. **Fresh Fruit and Vegetable Program (FFVP):** Items in this group may be included in Groups A or B and should reflect those pricing. Items not included in Group A will be considered Market Cost Items therefore requiring weekly pricing.

5.4 **Good Agricultural Practices (GAP)**

- a. These practices are part of a voluntary food safety program developed by the Food and Drug Administration (FDA) and USDA for fruit and vegetable growers. All produce served within CCPS must be procured from GAP certified farmers.

5.5 **Credits**

- a. The awarded vendor(s) shall agree to accept, for full credit, the return of any items received which are found to be defective in quality or defective in packaging to render the item unusable for its intended purpose. The delivery ticket/invoice must be marked with corrections including changes to the quantity received, product rejected, or other issues resulting in the need for credits, and a copy shall be forwarded to the Nutrition Services Department. This documentation should be initialed by the delivery person and the site's Nutrition Services Manager.
- b. For products found to be defective after the delivery (within three (3) days) the awarded vendor(s) will issue a credit memo. The credit memo shall reference the original invoice number and be issued within seven (7) calendar days of request.

- c. If the awarded vendor(s) fails to deliver a product as required, CCPS may purchase a duplicate or similar product from another source, and assess the awarded vendor(s) the difference in cost. This difference could be deducted from monies due to the awarded vendor(s) and/or the issuance of a credit memo.
- d. If it is deemed the awarded contractor(s) is in default of the contract, remedies include cancellation of the contract, payment of liquidated damages, removal from the bid list, and prohibition from doing business with CCPS for three (3) years.

5.6 **Additional Invoice Instructions**

- a. **A delivery ticket/invoice is required each time a delivery is made. The ticket/invoice must be signed by the CCPS Nutrition Service Manager (after check-in of items) and a copy shall be retained by the site.**
- b. The awarded vendor(s) agrees that delivery tickets and invoices for fees or other compensation services or expenses shall include, at a minimum, the following:

<ul style="list-style-type: none"> i. Vendor name ii. Vendor address iii. Vendor Telephone Number iv. Deliver Location Name v. Date vi. Invoice Number vii. Item Description viii. Pack Size 	<ul style="list-style-type: none"> ix. Quantity x. Unit Price xi. Extended Price xii. Total Price xiii. Signature Line (CCPS receiving staff) xiv. Fixed delivery fee
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- c. The site copy will be signed and remain at the delivery location. The original invoice shall be submitted to the Accounts Payable Department as described herein within ten (10) working days upon completion of delivery.
- d. All invoices shall be in detail sufficient for a proper pre-audit and post-audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought
- e. Failure to provide or follow invoice instructions may result in non-payment or delay in payment.

Section 6 – Submittal Organization

Bidder(s) are requested to organize their bid in the following sequence to assist in the evaluation and review process.

1. Acknowledgment (p.1)
2. Completed Addenda (if applicable)
3. Exhibits A, B, C, D, and JLA
4. References (p. 31)
5. Reference Servicing List
6. Organization Information – Bid Sheets (p. 32-3)
7. Business License(s)
8. Financial Information
9. GAP Audit Sample
10. Online ordering system information
11. Hazardous Analysis and Critical Points Plan (HACCP)
12. Facility & Food Safety Audit/Inspection Report
13. Food Recall Policy & Procedures
14. Disaster / Emergency Plan
15. Bid Pricing Sheets
16. Additional Information / Document

Bid #23-006 Fresh Produce - BID SHEET

Please complete; failure to complete in full may be cause for rejection of the bid.

Name of Bidder: _____

A. References (Please use additional paper if necessary):

Reference #1

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #2

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #3

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

- B. Previous Experience with CCPS – Please list/state any previous experience with CCPS to include sites and CCPS contact personnel.**

- C. Organization Description - to include: a brief history of the organization, number of years in business, experience in industry services, and a brief description of services offered (may use additional paper if necessary).**

D. Account Manager Information

Name: _____

Address: _____

Telephone: _____

E-Mail: _____

of years with the Firm: _____

of years in the industry: _____

Licensure/Certifications: _____

E. Location of Main Distribution/Headquarters that will be servicing this ITB (may use additional pages if necessary to list additional locations):

Address: _____

Telephone: _____

E-Mail: _____

of Employees at this site: _____

of years at this site: _____

F. On-Line Ordering System Information (if applicable): *Please provide name, developer, website, and any additional information. Please provide any technical specifications or backup documentation to further demonstrate the online ordering system.*

Name: _____

Developer: _____

Website: _____

G. Please list any potential **delivery subcontractors that may be utilized (an additional page may be used if necessary):**

Sub-Contractor	Description of Services

H. Please list any potential **farms** that may be utilized (an additional page may be used if necessary):

Farm Name/Produce type	Location (address, city, state, zip)

Bid #23-006 Fresh Produce - BID PRICING SHEET

Please complete; failure to complete in full may be cause for rejection of the bid.

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
1	Apple, Fuji (Group A)	U.S. Grade No. 1 or better, crisp, flavorful with firm, smooth skins-New Crop 125 counts per case. Minimum 40 lb. case	cs	1,000	\$	\$
2	Apple, Gala (Group A)	U.S. Grade No. 1 or better, crisp, flavorful with firm, smooth skins-New Crop 125 counts per case . Minimum 40 lb. case	cs	1,000	\$	\$
3	Apple, Golden (Group A)	U.S. Grade No. 1 or better, crisp, flavorful with firm, smooth skins-New Crop 125 counts per case . Minimum 40 lb. case	cs	1,000	\$	\$
4	Apple, Granny Smith (Group A)	U.S. Grade No. 1 or better, crisp, flavorful with firm, smooth skins-New Crop 125 counts per case . Minimum 40 lb. case	cs	3,000	\$	\$
5	Apple, Red Delicious (Group A)	U.S. Grade No. 1 or better, crisp, flavorful with firm, smooth skins-New Crop 125 counts per case . Minimum 40 lb. case	cs	5,000	\$	\$
6	Apples, Sliced, Prepackaged (Group A)	Fresh, Individually packaged 2 oz bags, ready-to-eat, sulfite-free 100 bags per case.	cs	10,000	\$	\$
7	Banana (Group A)	Premium No. 1 . Plump with no broken skin, soft spots, or grayish-yellow skin, Domestic Preferred 100 per case. 40 lb. case.	cs	5,000	\$	\$
8	Bean, Green (Group A)	U.S. Grown, Untrimmed, Whole 10 lbs. per case.	cs	100	\$	\$
9	Bean, Green (Group A)	U.S. Grown, Fresh, Snipped Ends, Cut 10 lbs. per case.	cs	250	\$	\$
10	Blueberries (Group B)	U.S. Grade No. 1. Plump, juicy, seasonal 12/6 oz case.	cs	200	\$	\$
11	Blueberries, pkg (Group B)	U.S. Grade No. 1. Plump, juicy, seasonal 6 oz pkg.	pkg	100	\$	\$
12	Broccoli, Florets (Group A)	U.S. Grade No. 1, Fresh, sulfite-free. Shall be dark green and crisp. No yellow color is visible 4/3 lbs. case	cs	250	\$	\$

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
13	Broccoli, Individually Packaged (Group A)	U.S. Grade No. 1. 2 oz package, fresh, ready to eat 100 bags per case.	cs	600	\$	\$
14	Coleslaw Mix (Group A)	U.S. Grown, Fresh, shredded white cabbage blended with carrots and red cabbage. Packed and ready to mix 5 lb. bag	bag	200	\$	\$
15	Cantaloupe, Whole (Group B)	U.S. Grade No. 1 or better, unpared, firm, free from decay 9 counts per case.	cs	1,000	\$	\$
16	Cantaloupe, Whole, ea.(Group B)	U.S. Grade No. 1 or better, unpared, firm, free from decay.	ea.	200	\$	\$
17	Cantaloupe, Individually Packaged (Group B)	U.S. Grown, individually packaged, fresh, bright color 100 per case	cs	3,000	\$	\$
18	Carrot, Baby, Individually Packaged (Group A)	U.S. Grown, individually packaged, fresh, firm, bright colored - 2oz pkg 100 per case	cs	10,000	\$	\$
19	Carrot, Stick, Individually Packaged (Group A)	U.S. Grown, individually packaged, fresh, firm, bright colored 4/5 lb. case	cs	600	\$	\$
20	Cauliflower, individually packaged (Group A)	U.S. Grown, individually packaged, fresh, white, compact, sulfite-free, 2 oz pkg 100 per case.	cs	400	\$	\$
21	Cauliflower, Florets (Group A)	U.S. Grade No. 1, Fresh, sulfite-free 4/3 lbs. per case.	cs	200	\$	\$
22	Celery, Stalk (Group A)	U.S. Grade No. 1. Washed, Crisp, straight stalks. Leaves fresh 10 lbs. per case	cs	400	\$	\$
23	Celery, Sticks (Group A)	U.S. Grade No. 1. Washed, cut, and ready to serve 4/5 lbs. case.	cs	1,000	\$	\$
24	Celery, Sticks (Group A)	U.S. Grown, Washed, cut, and ready to serve 5 lbs. bag.	bag	1,000	\$	\$
25	Celery Sticks, Prepackage (Group A)	U.S. Grown, Fresh, washed, precut, ready to eat, 2 oz bag 100 bags per case	cs	600	\$	\$

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
26	Clementines (Group B)	U.S. Grown, Fresh, easy peel 10/3 lb. per case	cs	600	\$	\$
27	Corn, Sweet, Shucked (Group B)	U.S. Grade No. 1, Small Cobb, evenly covered with plump, consistently sized kernels 100 per case.	cs	500	\$	\$
28	Cucumber, Whole (Group A)	U.S. Grade No. 1, Medium, firm, well-shaped, dark green color, and uniform size 12 counts per case.	cs	1,000	\$	\$
29	Grape, Seedless, Green/White (Group B)	U.S. Grade No. 1, Seedless, green, plump 18 lbs. per case	cs	800	\$	\$
30	Grape, Seedless, Red (Group B)	U.S. Grade No. 1. Seedless, red, plump 18 lb. per case.	cs	800	\$	\$
31	Grapefruit, pink (Group B)	U.S. Grade No. 1, Firm, well-shaped, smooth, blemish-free skin 32 per case	cs	200	\$	\$
32	Grapefruit slices, Individually Packaged (Group B)	U.S. Grade No. 1, Individually packaged, ready to eat, 2 oz bag 100 bags per case.	cs	400	\$	\$
33	Honeydew. Whole (Group B)	U.S. Grade No. 1 or better, unpared, firm, free from decay 5 counts per case.	cs	2,000	\$	\$
34	Honeydew, Whole, ea. (Group B)	U.S. Grade No. 1 or better.	ea.	500	\$	\$
35	Honeydew, Pack, individually packaged (Group B)	U.S. Grade No. 1 or better, individually packaged, ready-to-eat, 2 oz bag 100 bags per case.	cs	1,000	\$	\$
36	Kiwi, Fruit, Domestic preferred (Group B)	Domestic preferred, Fresh, Plump, no wrinkles or signs of exterior damage 39 per case.	cs	300	\$	\$
37	Lemons (Group B)	U.S. Grade No. 1. Fresh. Firm, heavy, thin, smooth skin, bright color. Standard size 12 per bag.	bag	20	\$	\$

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
38	Lettuce, Iceberg, Shredded (Group A)	U.S. Grade No. 1. Firm, springy, no damage or blemishes, washed, ready to eat, packaged in a gas-permeable package, code-dated. Ten(10) day shelf life from date of delivery 5 lb. bag	bag	200	\$	\$
39	Lettuce, Romaine Heads (Group A)	U.S. Grade No. 1. Firm, springy, no damage or blemishes, unusable outer leaves removed 24 counts per case.	cs	4,000	\$	\$
40	Lettuce, Romaine, Chopped (Group A)	U.S. Grade No. 1. Fresh, washed, and ready to eat 6/2 lbs. bags per case.	cs	500	\$	\$
41	Lettuce, Romaine, Chopped (Group A)	U.S. Grade No. 1. Fresh, washed, and ready to eat 2lb bag.	bag	200	\$	\$
42	Lettuce, Slaw Mix (Group A)	Fresh Cut, washed, shredded, or chopped, uniformly cut 1/8-1/4 inch, separate bags for carrots and cabbage, packaged in a gas-permeable package, code-dated. Ten(10) day shelf life from date of delivery 5 lb. bag.	bag	200	\$	\$
43	Lettuce, Spring Mix (Group A)	Spring mix blend, fresh cut, washed, no damage or blemishes, traditional blend, sulfite-free, gas permittable packaging, vacuum packed, code-dated 3 lb. bag.	bag	400	\$	\$
44	Lime (Group B)	U.S. Grade No. 1. Fresh, firm, well-formed, and free from discoloration. Standard size.	ea.	200	\$	\$
45	Nectarine (Group B)	U.S. Grade No. 1. Plump, well-colored, blemish-free skin, yellow flesh. Size 64/70 25 lb. cs.	cs	2,000	\$	\$
46	Onion, Red (Group A)	U.S. Grade No. 1 or better, medium size 10 lb. bag.	bag	50	\$	\$
47	Onion, Yellow (Group A)	U.S. Grade No. 1 or better, medium size 10 lb. bag.	bag	50	\$	\$
48	Orange, Florida/California (Group B)	U.S. Grade No. 1 or better. Heavy for size, firm, bright color, fine texture, no soft spots. 125 count 40 lb. minimum per case.	cs	7,000	\$	\$
49	Orange, Wedge, Individually Packaged (Group B)	Individual Packaged, firm, bright color, fine texture, no soft spots 100 packs per case.	cs	2,000	\$	\$

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
50	Pea, Sugar Snap, Individually Packaged (Group B)	Individual Packaged, fresh, ready to eat, 2 oz pkg 100 packs per case.	cs	400	\$	\$
51	Peaches (Group B)	U.S. Grade No. 1 or better. Fresh (in season), firm ripe, blemish-free skin, yellow flesh, uniform shape, and size. No green, bruised, or discolored peaches 64/70 per 25 lb. cs.	cs	5,000	\$	\$
52	Pears (Group B)	U.S. Grade No. 1 or better. Northwest, Summer, Fall, or Winter types - Bartlett, Anjou, Red or Bosc 120 count per case.	cs	2,000	\$	\$
53	Pepper, Bell, Green (Group B)	U.S. Grade No. 1. Fresh, firm, uniform shape and size 5 lb. bag.	bag	100	\$	\$
54	Pepper, Bell, Red (Group B)	U.S. Grade No. 1. Fresh, firm, uniform shape and size 5 lb. bag.	bag	100	\$	\$
55	Pineapple, Individually Packaged (Group B)	Individually packaged, non-domestic OK, fresh, tender, sweet 100 packs per case.	cs	500	\$	\$
56	Plums (Group B)	U.S. Grade No. 1. Fresh, purple/black in color, plump, fairly firm, uniform shape, and size. 2" diameter 100 per case.	cs	2,000	\$	\$
57	Potatoes, Baking (Group A)	U. S Grade No. 1. Idaho or Russet. White, firm, smooth, free of spots with no cuts or green color 100 per case.	cs	500	\$	\$
58	Potato, Sweet (Group A)	U. S Grade No. 1. Clean, smooth, well-shaped, firm, and bright in appearance 100 per case.	cs	200	\$	\$
59	Radish (Group A)	U. S Grade No. 1. Red globe, small, firm, bright color with crisp white flesh 1 lb. bag.	bag	100	\$	\$
60	Raspberries (Group B)	U. S Grade No. 1. Well colored, not overripe, and free from damage 12/6oz pkg per case.	cs	100	\$	\$
61	Raspberries, pkg (Group B)	U. S Grade No. 1. Well colored, not overripe, and free from damage 6 oz pkg	pkg	100	\$	\$
62	Spinach Leaves (Group A)	U. S Grade No. 1 Fresh, washed, ready to eat. Crisp, sulfite-free 12/10 oz bags.	cs	200	\$	\$

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
63	Spinach Leaves (Group A)	U. S Grade No. 1. Fresh, washed, ready to eat. Crisp, sulfite-free 10 oz bag.	bag	200	\$	\$
64	Spinach Baby (Group A)	U. S Grade No. 1. Fresh, washed, ready to eat. Crisp, sulfite-free 4 lb. cs.	cs	100	\$	\$
65	Squash, Yellow (Group A)	U. S Grade No. 1. Medium size, firm, with shiny, tender rind, blemish-free, even color 5 lb. bag.	bag	200	\$	\$
66	Squash, Zucchini (Group A)	U. S Grade No. 1. Medium size, firm, with dark, shiny rind, blemish-free 5 lb. bag.	bag	200	\$	\$
67	Strawberry, Florida (Group B)	U. S Grade No. 1 or better. Fresh, in Season, bright color, sweet 8 /1 lb. pkg. per case.	cs	2,000	\$	\$
68	Strawberry, Florida, pkg (Group B)	U. S Grade No. 1 or better. Fresh, in Season, bright color, sweet 1 lb. pkg	pkg	2,000	\$	\$
69	Tangelos (Group B)	U. S Grade No. 1 or better. Heavy for size, firm, bright color, fine texture, no soft spots 120 count per case.	cs	800	\$	\$
70	Tangerines (Group B)	U. S Grade No. 1 or better. Sunburst or Murcott or best seasonal, bright color, sweet, easy to peel 150 counts per case.	cs	800	\$	\$
71	Tomatoes (Group A)	U. S Grade No. 1. Light red color, medium, round/globe, bulk, shiny red skin, firm flesh for slicing Size 6x6, 10 lb. case.	cs	200	\$	\$
72	Tomatoes, lb. (Group A)	U. S Grade No. 1. Light red color, medium, round/globe, bulk, shiny red skin, one pound	lb.	50	\$	\$
73	Tomato, Cherry (Group A)	U. S Grade No. 1. Light red color, fresh, shiny red skin, firm flesh 12 pints per case.	cs	2,000	\$	\$
74	Tomato, Cherry, pint (Group A)	U. S Grade No. 1. Light red color, fresh, shiny red skin, firm flesh Pint	pint	100	\$	\$
75	Tomato, Grape (Group A)	U. S Grade No. 1. Light red color, fresh, shiny red skin, firm flesh 12 pints per case.	cs	2,000	\$	\$

#	Product	Description	Unit	Est. Annual Usage (cs)	Unit Price	Extended Price
76	Tomato, Grape (Group B)	U. S Grade No. 1. Light red color, fresh, shiny red skin, firm flesh Pint	pint	100	\$	\$
77	Whole, Seedless Watermelon (Group B)	U. S Grade No. 1 or better. Whole seedless, 15-18lb.	ea.	500	\$	\$
78	GRAND TOTAL					\$

Attachment 1 – Fresh Fruit and Vegetable Program (FFVP) – Sample List

List of sample items that may be requested/purchased for the FFVP program(s)

Apples

- Ambrosia
- Arkansas Black
- Braeburn
- Cameo
- Fuji
- Gala
- Granny Smith
- Honey Crisp
- Jazz
- Macintosh
- Rome
- Jonagold
- Pink Lady

Apricots**Asparagus*****Avocado*****Bananas**

- Apple Banana
- Finger
- Manzanos
- Red
- Drago
- Green

Beans:

- Green*
- Tipped String
- Wax

Bell Peppers:

- Green
- Red
- Yellow
- Orange
- Mini Tricolored

Beets***Blackberries****Bok Choy*****Broccoli****Broccoli*****Broccoli Florets****Brussel Sprouts****Broccolini****Butternut Squash Cubes****Cantaloupe Whole****Cantaloupe Chunks*****Cape Gooseberries****Carrots:**

- Coint
- Tri-colored

Cauliflower Florets***Cauliflower Rainbow****Celery Sticks****Cherries****Clementines****Corn:**

- Baby
- Fresh
- Sweet*

Cucumber

- Mini
- Sliced

Edamame***Figs****Grapefruit*****Eggplant****Grapes:**

- Green*
- Red*
- Sapphire

Guava:

- Mini
- Pink

Honeydew Whole**Honeydew Cubed*****Kale****Kiwi****Kiwi Golden****Kholrabi****Kumquats****Lemons,****Lemons, Meyer****Limes****Mamey****Mandarinsquats****Mandarins:**

- Golden Nugget
- Murcott

Mango***Muscadines*****Mushroom Sliced****Nectarines****Oranges:**

- Sliced
- Blood
- Cara
- Minneola's
- Navel
- Ortanique
- Pineapple
- Temple
- Valencia

Okra**Papaya*****Passion Fruit****Peaches****Persimmon****Pomegranate****Pears:**

- Asian
- Bartlett
- Bos
- Cactus
- Red
- Starkrimson
- Comic

Peas:

- Snow*
- Sugar Pea

Peppers, Sweet**Persimmons****Pineapple*****Plums****Plums, Black****Pluots****Potato Sweet Sticks*****Potato Sweet Whole****Pummelo****Radishes****Raspberries****Rutabaga Sticks*****Slaw Shredded****Spinach Stemless****Spring Mix****Squash:**

- Yellow
- Zucchini
- Zucchini, Coins*

Tangerines:

- Honey
- Royal
- Sunburst

Tomatillo**Tomato:**

- Yellow
- Cherry

Turnip Sticks***Ugly Fruit****Watercress****Watermelon Chunks*****Items may be requested as pre-packaged, individual serving snack packs*

Attachment 2 – Designated Hurricane Emergency School Shelters

Below is a list of the designated school sites that may serve as emergency shelters (primarily during hurricanes). Products under this ITB will be delivered to these shelters as necessary and coordinated with the Nutrition Services Department.

Naples - Primary Emergency School Shelters

1. Corkscrew Middle/Elementary Schools (shelter capacity- 500)
2. Cypress Palm Middle School (shelter capacity - 500)
3. Barron Collier High School (shelter capacity- 1,000)
4. Golden Gate Middle School (shelter capacity- 500)
5. Golden Gate South Elementary School (shelter capacity- 250)
6. Golden Terrace South Elementary School (shelter capacity- 250)
7. Gulf Coast High School (shelter capacity- 1,000)
8. North Naples Middle School (shelter capacity- 500)
9. Oakridge Middle School (shelter capacity- 500)
10. Palmetto Ridge High School (special needs shelter) (shelter capacity - 1,000)
11. Sabal Palm Elementary School (shelter capacity- 500)
12. Veterans Memorial Elementary School (shelter capacity- 250)

Immokalee - Primary Emergency School Shelters

1. Immokalee High School (shelter capacity- 1,000)
2. Immokalee Middle School (shelter capacity- 500)
3. ITEC (Immokalee Recovery Center) (shelter capacity- 250)

Naples - Secondary Emergency School Shelters

1. Golden Gate High School (shelter capacity- 1,000)
2. Big Cypress Elementary School (shelter capacity- 250)
3. Laurel Oak Elementary School (shelter capacity- 250)
4. Lely High School (shelter capacity- 1,000)
5. Naples High School (shelter capacity- 1,000)
6. Parkside Elementary School (shelter capacity - 250)
7. Pelican Marsh Elementary School (shelter capacity- 250)
8. Vineyards Elementary School (shelter capacity - 250)

Immokalee- Secondary Emergency School Shelters

1. Highlands Elementary School (shelter capacity- 250)
2. Lake Trafford Elementary School (shelter capacity- 250)
3. Pinecrest Elementary School (shelter capacity - 250)
4. Village Oaks Elementary School (shelter capacity - 250)

Exhibit A - Conflict of Interest Statement

Bidder shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and submit with the bid.

I hereby certify that:

I, _____, am the _____
(Printed name) (Title)

and the duly authorized representative of the firm of _____
(Name of Firm)

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

- I. The name(s) of any company owner, officer, director, employee, or agent who is an employee of Collier County Public Schools¹ and/or is an employee of Collier County Public Schools¹ and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

- II. The name of any company owner, officer, director, employee, or agent who has a spouse or child that is an employee of Collier County Public Schools¹.

AND/OR

- III. Any other company owner, officer, director, employee or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

1 – Please include the Collier County Public School department/site when listing a CCPS employee.

The above information is true and correct to the best of my knowledge.

Signature

Date

Printed Name

Organization Name

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____ **as identification.**

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit B - Affidavit Concerning Illegal Aliens

The undersigned deposes and states that _____ complies with the provisions of
 (Organization Name)
 Section 274A of the Immigration and Nationality Act; that _____ substantiates
 (Organization Name)
 that all employees providing services or involved in any way on projects funded directly by or assisted in whole or
 part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the
 provisions of federal and state laws and will maintain such throughout the life of this contract. Any
 misrepresentation or any employment of persons not authorized to work in the United States constitutes a material
 breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per
 violation, and immediate termination of the contract for all awarded sites.

Signature_____
Date_____
Printed Name_____
Organization Name_____
Title_____
Address, City & State

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____**by** _____ **who is personally known to me or has produced** _____**as identification.**_____
NOTARY PUBLIC, signature_____
PRINTED NAME**Commission#:** _____**Commission expires:** _____

(Seal)

Exhibit C - Debarment Form

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

This certification is required by the regulations implementing either:

- a. Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities, and/or
- b. Executive Order 12549, Debarment and Suspension, 7 C.F.R. Part 3017, Section 3017.510, Participants responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211).

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

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

Date: _____ **Phone:** _____ **E-Verify # (required 1/1/21):** _____

Organization Name: _____ **Email:** _____

Names & Titles of Authorized Representative(s):

Signature

Printed Name & Title

Signature

Printed Name & Title

Signature

Printed Name & Title

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____

as identification.

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form Instructions

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

Exhibit D - Drug-Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal concerning 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 responses will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a. 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.
- b. 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or 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.
- e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Exhibit JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities

Each Vendor and Contractor of Collier County Public Schools shall comply with the following ***after*** they have received notification of their award, however, this statement must be completed and returned with ITB. **Please note that procedures and policies may change without notification.**

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders, or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurance, proof of contract, etc.... to the Legal Department before the issuance of any badge.
3. The contractor shall provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth, and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee*, which may be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. A contractor with currently issued State badges, commencing work with CCPS, shall complete the necessary paperwork and submit it to CCPS Human Resource Department for approval of work before commencement and/or the issuance of any purchase orders.
6. The vendor shall notify CCPS when any individual has left their company or been terminated.
7. Use of an individual's badge by another individual is a terminable offense. All individuals **MUST** be properly badged.
8. It will be the responsibility of the contractor to ensure they meet all badging requirements.

Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to ensure they meet all State and CCPS requirements. Vendors can do this by monitoring the CCPS's website, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've read, understand, and will comply with the Vendor/Contractor Responsibilities as listed above.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

**All pricing subject to change without notification.*

Purchases from this Bid by Other Agencies - Statement

Collier County Public Schools (CCPS) is a member of the S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry, and Lee Counties. CCPS is also a member of the Bay Area Schools Purchasing Consortium (BASPC); other members include the school boards of Brevard, Charlotte, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole; and additional Florida school boards may join the Consortium. Indicate here if these entities may also purchase from this bid under the same terms and conditions:

YES _____ NO _____

Indicate here if other governmental entities throughout the State of Florida may purchase from this bid under the same terms and conditions:

YES _____ NO _____

List any exceptions here: _____

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Protest Policy

6320 - PURCHASING

Solicitation Protest

- A. A bidder/proposer who wishes to file a protest must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. The notice shall be filed with the Purchasing Department.
- B. Any person who files an action protesting a decision or intended decision pertaining to a solicitation or notice of intended decision pursuant to F.S. 120.57(3) (b), shall post at the time of filing the formal written protest, a bond, pursuant to F.S. 255.0516, payable to the Board amounting to:
 - 1. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
 - 2. five percent (5%) of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees, which may be adjudged against the protestor in the administrative hearing. If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor. If the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

- C. Failure to file a protest within the time prescribed in section F.S. 120.57(3) or failure to post the bond or other security required within the time allowed shall constitute a waiver of proceedings under F.S. Chapter 120.

Cone of Silence Policy

6324 – CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitation to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQu), Request for Quotes (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQu, RFQ, or ITN between:

- A. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and the staff of the District, including school principals; and/or
- B. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and any one (1) or more of the School Board members or member-elects.

The cone of silence prohibits a potential vendor, service provider, bidder, lobbyist, or consultant from actively soliciting the community to lobby on their behalf with staff of the District, or any one (1) or more of the Board members or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFP, RFQu, RFQ, or ITN the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's facilities department, when said communication pertains to competitive acquisitions administered by that department (e.g., Architect/Engineer (A/E) selection, capital projects).
- C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- D. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by either the purchasing department or the facilities department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the advertisement of the ITB, RFP, RFQu, RFQ, or ITN. Competitive procurements are advertised on the purchasing department's bid posting web page or in the newspaper of general circulation.

The cone of silence terminates at the time the Board acts on a written recommendation from the purchasing department or facilities department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented, for projects that meet the Board threshold dollar amount per Policy 6320. For all other contract awards, the cone of silence terminates upon the award by the Purchasing Department.

The purchasing department and facilities department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee may subject said employee to disciplinary action up to and including dismissal from service.

Revised 3/5/19

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END OF ITB