

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

DECEMBER 19, 2007

CALL FOR BID

BID #SDOC 08-B-056-LC

Notice is hereby given that the Purchasing Department of the School Board of Osceola County, Florida will receive bids for **PRODUCE DELIVERY** in the Purchasing Department, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 pm** on **January 15, 2008**. All bids will be publicly opened in the Purchasing Department at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the bidder's list for this commodity. If you have any questions regarding this bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this invitation to bid will be made by the approval of the School Board of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet, visit the Districts website www.osceola.k12.fl.us/depts/purchasing.

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school boards to make purchases from contracts awarded by other school boards, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School Board of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least three (2) working days in advance of the event.

APPLICABLE LAW

This contract shall be governed by the laws of the State of Florida: jurisdiction and venue shall lie in Osceola County, Florida.

PUBLIC ENTITY CRIME & CONVICTED BIDDER'S LIST

The provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity. May not submit a bid on a contract with a public Entity for the construction or repair of a public building or public work. May not submit bids on leases 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 provides in Florida Statute 287.017 for Category Three for a period of thirty-six (36) months from the date of being placed on the Convicted Bidder's list."

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

INVITATION TO BID REQUIRED RESPONSE FORM

TITLE: BID FOR PRODUCE DELIVERY BID #SDOC 08-B-056-LC

Anti-Collusion Statement/Public Domain

I, the undersigned bidder, have not divulged, discussed, or compared this proposal with any other bidders and have not colluded with any other bidder in the preparation of this bid in order to gain an unfair advantage in the award of this bid.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Submittal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this BID this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this bid, and all attachments and the contents of any addendum released hereto.

BIDDER (Bidder's Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS: _____

BIDDER'S TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

REQUIRED BID SUBMITTAL CHECKLIST:

Please be sure you have completed and enclosed this page alone with the required documents checked below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete during the bidding process.

- ✓ Drug free workplace Certification
- ✓ Debarment Certification
- ✓ Licenses
- ✓ Resume
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details

STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Linda L. Ciraldo - Senior Buyer

Bid # **SDOC-08-B-056-LC**

We, the undersigned, have declined not to bid for the following reasons.

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

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

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID REPLY ENVELOPE.

Failure to do so may result in your name being removed from the School Board of Osceola County's Bidder List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED BID NUMBER:	<u>SDOC-08-B-056-LC</u>
BID TITLE:	<u>PRODUCE DELIVERY</u> TO BE
OPENED ON	<u>JANUARY 15, 2008</u> AT <u>2:00</u>
	P.M.
BID ENCLOSED	<u> </u> "NO BID LETTER" ENCLOSED <u> </u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

DRUG FREE WORKPLACE
CERTIFICATION FORM

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder's Signature

ne(pr237p)

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

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

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

- (1) The prospective lower tier (\$25,000) 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

PRODUCE DELIVERY
SDOC 08-B-056-LC
PR/Award Number of Project

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily 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 clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective 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 establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

PRODUCE DELIVERY
SDOC 08-B-056-LC

1. SCOPE

1.01 THIS SPECIFICATION establishes the minimum requirements for **PRODUCE DELIVERY** listed and described in the body of these specifications, to be used as noted, by the School Board of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

1.02 **THE INTENT** of this bid is to establish a contract for a period of three (3) years. Also, this contract may be extended at the conclusion of the three (3) year base period for one (1) additional two (2) year periods (for a total of five (5) years) at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School Board of Osceola County or a ninety (90) day written notice by the awarded bidder or as herein noted. The purchase of this service and listed options will be contingent upon available funding at the school or district level.

1.03 **GENERAL INFORMATION ABOUT THE DISTRICT**

The School Board of Osceola County, Florida (School Board) was created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The School Board is an independent taxing and reporting entity, controlled, operated, and administered by the School Board in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent is responsible for the administration and management of the schools and the departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the School Board for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The School Board operates thirty-nine schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The School Board is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

2. STANDARD TERMS AND CONDITIONS

2.01 **RETURNING OF BID PACKAGE**

The complete Bid package, as received, must be returned "Intact" in a sealed envelope, plainly marked on the outside with the Bid Number it's opening date and time along with the Bidder's Company name and address, and one (1) COMPLETE electronic copy on a CD in PDF format (excel spreadsheets shall not be recorded in PDF). Non-compliance with this stipulation may result in your bid not being considered. Bid proposals submitted on bidder's quotation forms will not be accepted.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that their bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School Board of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The official clock for receiving bids is located in the Purchasing Department. All bids must be date and time stamped by the Purchasing Department. Bids will be opened in the Purchasing Department after the deadline for receiving bids. Any Bid received in Purchasing after the deadline, will be date and time stamped but will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by

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the specified date and time. Offers by telegram, facsimile machine, email, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing at least seven (7) business days prior to the scheduled bid opening, to: Linda Ciraldo – Senior Buyer, Purchasing Department, School Board of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax #407-870-4616. The Purchasing Department will be closed from December 24, 2007 through January 2, 2008.

2.06 **TAXES**

The School Board of Osceola County is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the School Board's Tax Exempt Certificate is available upon request. Bidders doing business with the School Board of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor shall any Bidder be authorized to use the School Board's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

The obligations of the School Board of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available School Board funding.

2.08 **ACCEPTANCE / REJECTION**

The School Board of Osceola County reserves the right to:

- Accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the School Board, will be in the best interest of and/or most advantageous to the Board.
- Reject the bid or any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award.
- Inspect all facilities of bidders in order to make a determination as to the foregoing.
- Waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of the award letter, he will deliver all proof of insurance coverage as required by the specifications. The order of contractual precedence will be the purchase order, bid document and response. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

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2.10 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School Board for any terms and conditions not specifically stated in this Invitation to Bid.

2.11 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

2.12 **POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened, on our website, and will remain posted for 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.13 **CHECK UNIT PRICES**

Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price bid will be used in determining the correct bid price.

2.14 **NON-COLLUSION**

Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder. To solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for BIDDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If BIDDER violates this provision, the School Board shall have the right (which shall be cumulative to the other rights School Board may have) to forthwith terminate this bid without liability. And further, School Board may, at its discretion, deduct from moneys then owed to BIDDER, if any, or otherwise recover from BIDDER the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.15 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

2.16 **DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

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5. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
6. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pre-approved by the Owner) standard tools and machinery normally used in the industry.
7. "Contract Documents" shall consists of and not limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) drawing(s), if any,
 - d) purchase order,
 - e) bidder's submittals, if any,
 - f) contract agreement, if required.

2.17 **LITIGATION HISTORY**

All bidders, including predecessors or related bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

2.18 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all bidders must disclose the name of any School Board employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.19 **EEO STATEMENT**

The School Board of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.20 **BANKRUPTCY / INSOLVENCY**

At the time of submittal of bid, bidder/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the bidder/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.21 **FACILITIES**

The School Board reserves the right to inspect the bidder's facilities at any time with prior notice.

2.22 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School Board. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

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2.23 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**
No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.24 **FAMILIARITY WITH LAWS**

The contractor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him from any responsibility or liability arising from the award. The awarded contractor assures and certifies that they will comply with:

- U.S. EPA Asbestos Containing Materials in Schools, final Rule and Notice 40CRF763, Reference 736.99(a)(7).
- Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.
- Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.
- Title VI of the Civil Rights Act of 1964
- Age Discrimination Act of 1975
- Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination.
- Americans with Disabilities Act
- Anti-Kickback Act of 1986, 41 U.S.C. Section 51
- The Hatch Act, 18 U.S.C. 594, 598, 600-605
- Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
- Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex.
- Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
- Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
- Lead-Based Paint Poison Prevention Act
- Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
- Clean Air Act of 1955, 42 U.S.C. 7401-7642
- Clean Water Act of 1977
- Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
- Records Retention, 34 C.F.R.

2.25 **ACCESS TO RECORDS**

The School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.26 **PUBLIC RECORD**

The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, of the Florida Statutes shall be exempt from disclosure.

2.27 **RIGHT TO REQUIRE PERFORMANCE**

- A. The failure of the School Board at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

2.28 **FORCE MAJEURE**

The School Board and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.29 **LITIGATION HISTORY**

All bidders, including predecessors or related bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

3. **SPECIAL TERMS AND CONDITIONS**

3.01 **LENGTH OF CONTRACT**

This contract shall be for a period of three (3) years from date of award of the bid. This stipulation shall be subject to a thirty (30) calendar day written notice of cancellation by the School Board and a ninety (90) day written notice of cancellation by the successful bidder or as herein specified or as herein noted.

3.02 **METHOD OF AWARD**

In order to meet the needs of the School Board, this bid shall be awarded in its entirety to the qualified bidder meeting the terms and conditions, and offering the lowest cost. And after review of the bidder's "resume".

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3.03 **CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to one (1) additional two-year periods, upon mutual agreement, in writing.

3.04 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building at the designated location by an authorized representative of the School Board. No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School Board.

B. **DELIVERY TIME**

The awarded bidder shall deliver fresh produce to approximately 43 schools. Deliveries shall be made to schools on a regular basis schedule between the hours of 6:00 am and 2:00 pm or as approved by Campus Grille.

C. **DELIVERY CHARGES**

All freight charges are to be prepaid by successful bidders and included in the bid price. Complete documentation of all charges must accompany each invoice for payment.

D. **DELIVERY TICKETS**

Each time a delivery is made; two copies of a delivery ticket/invoice must be left with and signed by a Campus Grille employee. Information included on the ticket must contain:

- | | |
|----------------------|---------------------|
| 1) Vendor Name | 8) Extended Price |
| 2) Address | 9) Telephone Number |
| 3) Delivery Location | 10) Date |
| 4) Item Description | 11) Pack Size |
| 5) Brands | 13) Bid Number |
| 6) Quantity | |
| 7) Unit Price | 14) Bid Number |

3.05 **MINIMUM ORDERS**

If a vendor wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Price Sheet. Failure to specify will be considered no minimum dollar amount.

3.06 **QUANTITY**

The estimated quantities that will be purchased during this bid period of twelve (12) months are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.08 **PRODUCT COSTS**

Product costs are categorized into two groups:

- 1) Products to be bid with fixed costs.
- 2) Products to be supplied at open market variable costs.

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- 3.09 **PRODUCTS TO BE BID WITH FIXED PRICE**
Fixed costs mean fixed delivery costs which cannot be exceeded. Costs of products are to be at fixed price for three (3) months. The awarded Bidder shall submit the new pricing by the 5th day of each three (3) month interval.
- 3.10 **PRODUCTS TO BE SUPPLIED AT OPEN MARKET VARIABLE COSTS**
Cost for these items shall be based on the “**lowest cost available at the time of delivery**” that shall include all delivery charges.
- 3.11 **NEW PRODUCTS AND PACK SIZE CHANGES**
The School District may request that new products be added to the bid at any time. Changes in pack size will be allowed due to availability in the market with prior approval of the School District.
- 3.12 **PROMOTIONS**
The successful bidder shall pass along to the School District during the contract period any cost reductions offered by shippers on a “promotional” basis. It will be the successful bidder’s responsibility to notify Campus Grille when promotions are offered.
- 3.13 **LABELING**
Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:
- A. Name of item.
 - B. Quantity of item contained.
 - C. Purchase Order Number.
 - D. Vendor.
- 3.14 **ASSIGNMENT**
Any Purchase Order issued pursuant to this bid invitation and the moneys, which may become due here under are not assignable except with the prior written approval of The School Board.
- 3.15 **PURCHASING AGENT AS REFEREE**
The Purchasing Agent is hereby designated as the direct representative of the School Board. he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.
- 3.16 **RIGHT TO TERMINATE**
In the event of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Campus Grille has a performance review process including costs, qualities and vendor service. Evaluating and monitoring are done as part of a quality control program. The vendor report card determined to be less than satisfactory allows the Board to exercise its right to cancellation of the award. Such notice is to state the reasons for such intention to terminate the contract. Unless three (3) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made. The contract shall, upon expiration of said three (3) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

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3.17 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School Board, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the bidder for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO RECONCILE THE PURCHASE ORDER AND THE BIDDER'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.18 **PARTIAL PAYMENT / INVOICING**

Partial billing will not be accepted. The School Board will pay 100% of the contract price after all items have been delivered and accepted.

3.19 **BIDDER SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.20 **BIDDER EMPLOYEE REQUIRMENTS**

1. All employees assigned by the Awarded Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the awarded bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of the Awarded Bidder's employees.
2. The personnel employed by the Awarded Bidder shall be capable employees, age 18 years or above qualified in this type of work. It is the Awarded Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
3. The Awarded Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.
5. It is the Awarded Bidder's responsibility to see that every employee on the Awarded Bidder's work force is provided and wears as Identification Badge or company shirt /uniform in order to maintain security at the school facility. It shall be the Awarded Bidder's responsibility to inform the School district Representative(s) of all new employees promptly at time of employment.
6. The Awarded Bidder shall require employees to be dressed in their work attire when reporting for duty.
7. The Awarded Bidder shall prohibit his employees from disturbing papers on desks, opening desk drawers of cabinets, or using telephone or office equipment provided for official use.

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8. The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, and inspectors, etc.
9. The School District Representative(s) will determine how the Awarded Bidder will receive access to the facility.
10. If keys are provided and lost, the Awarded Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
11. When requested, the Awarded Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Awarded Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Awarded Bidder shall obtain a waiver from the employee authorizing the release to the School Board of information acquired by the Awarded Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Awarded Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit or a polygraph test in the above circumstances, or 2) a employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Awarded Bidder's employee the Awarded Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Awarded Bidder's employee was not involved in the incident, then the SCHOOL BOARD will pay the cost of the examination.
12. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:
The successful Awarded Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Awarded Bidder and/or the Awarded Bidder's employee(s) to prosecution, fines, imprisonment and /or cancellation of this or any other contract(s) that this Awarded Bidder presently holds. The Awarded Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
13. Any Awarded Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Awarded Bidder's (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
14. The School Board, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
15. The Awarded Bidder shall strictly prohibit interaction between their employees and the student(s).
16. Awarded Bidder's Employees may not solicit, distribute or sell products while on School Board Property.

17. Friends, visitors or family members of the Awarded Bidder's employees are not permitted in the work area.

18. The Awarded Bidder shall adhere to security standards.

3.21 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded bidder, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded bidder must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded bidder the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded bidder working on School Board premises to see that the bidder is in compliance of this requirement. The awarded bidder must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded bidders shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

The School Board is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School Board they only need to register with our District. To do so, they must bring to the School Board's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
 - b. Social Security Number

b.) **FELONY OFFENCES**

The awarded bidder(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.22 **SERVICE REQUIREMENTS**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

3.23 **SUBCONTRACTING**

If a bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

3.24 **INSURANCE**

The awarded Contractor shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

Minimum requirements the bidder must meet are as follows:

- Commercial general liability insurance - minimum of \$ 1,000,000.00 aggregate
- Certificate of workers compensation for all employees – Statutory Products Liability in the amount of \$1 million per occurrence
- Proof of automobile liability – minimum of \$100,000/300,000.

3.25 **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the contractor to have waived any right to claims against the School Board concerning this agreement.

3.26 **PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4495.

3.27 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School Board. All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

3.28 **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 are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.

3.29 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

3.30 **INDEMNIFICATION AND HOLD HARMLESS**

Contractor agrees to protect, defend, reimburse, and indemnify and hold the School Board, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the School Board by reason of any damage to property of the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whosoever, or other party whosoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performances of the Contractor or any breach of the terms of this Agreement; provided, however, the Contractor shall not be responsible to the District for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the School Board, its respective agents, servants, employees or officers.

3.31 **NON-PERFORMANCE**

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered default. In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the bidder from future bids and business with the School Board for a specified period of time.

3.32 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to 1 percent (1%) of the estimated value of the contract, not less than \$500.00 nor more than \$5,000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School Board." Or the Security may be in the form of a Bond naming as Oblige therein "The School Board." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.

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- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

4.0 TECHNICAL SPECIFICATIONS:

- 4.01 The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications herein stated. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on attached sheets and itemized by number.
- 4.02 Bids will be considered only from responsive, responsible commercial distributors who meet the minimum specifications. To establish responsive, responsible commercial distributors you must submit with your bid response a brief resume addressing each of the qualification requirements listed below. Failure to submit a 'resume' briefly addressing each requirement shall result in disqualification of the bid. The decision as to whether a bidder meets the qualifications stated below is at the sole discretion of the Osceola County School Board Campus Grille Department.

QUALIFICATIONS

- a. Bidder must have or have access to refrigerated warehouse facilities capable of holding temperatures at 35, and 50, and 70 degrees Fahrenheit. Describe size of warehouse, holding temperatures and any other additional information about refrigerated warehouse facilities.
- b. Bidder must have or have access to a fleet of refrigerated trucks or truck compartments capable of holding air temperatures at 45 degrees Fahrenheit minimum while on delivery routes. Describe size of fleets of trucks and compartments and other additional information about refrigerated trucks. Fleet must meet Hazard Analysis and Critical Control Point (HACCP) safety and sanitation standards. (Provide documentation)
- c. Bidders are requested to provide three (3) references, preferably customers who have volumes similar to Osceola County School Board. These should include services for public agencies of similar size and scope and complexity during the last five (5) years. One reference should be a school district if serviced. Please provide addresses, phone/fax numbers, names of contact persons and period of each reference.
- d. Location of distribution center that will service this contract.

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- e. Facility inspection reports for the past 12 months. (Provide documentation)
- f. OSHA inspection reports for the past 12 months. (Provide documentation)
- g. Bidders must have a system in place that provides firm quality control and the delivery of product at consistent and specified quality levels. Bidders must have in place a system for safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation. Bidders must provide a copy of their current inspection report from the Health Department and should be part of the bid package. Any future inspection reports must be submitted to the Campus Grille Department.
- h. All bidders, including predecessors or related bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

4.03 **QUALITY ASSURANCE**

- a. Bidder's labeling program must provide a clean, clear label on each master carton which shows the current product identification, brand, product code number, packing dates and lot numbers. This same information must appear on all invoices. Furthermore the School District reserves the right to identify and reject on delivery, certain unstable items which have shorter shelf spans. Product identifications on carton labels must be clearly readable and cartons may not contain any other labels which are not common to the market place without prior approval by the School District.
- b. The bidder shall be responsible for assuring that the required licenses listed below, remain in force for the duration of the contractual period, including any and all extensions that may be granted to the bidder. The School Board of Osceola County shall be given no less than thirty (30) days written notice of cancellation if the licenses are scheduled to expire during the contractual period. The bidder shall be responsible for submitting new or renewed licenses to the School Board at a minimum of (15) calendar days in advance of such expiration.

Item 1- P.A.C.A. (Perishable Agricultural Commodities Act–U.S.C.499A–499S) License Certificate

U.S. Department of Agriculture
Agricultural Marketing Service
Fruit & Vegetable Division. P.A.C.A. Branch
License and Program Review Section
P.O. Box 96456
Washington, DC 20090-6456

Item 2–License As Dealer in Agriculture Products (Florida Statutes 6.04.15-604.34)

State of Florida Department of Agriculture and Consumer Service
Division of Marketing and Development/Bureau of License and Bond
Tallahassee, FL

Item 3 – CITRUS FRUIT DEALER'S LICENSE (Florida Statutes 601.55)

State of Florida
Department of Agriculture and Consumer Services
Division of Fruit and Vegetables
P.O. Box 1072
Winter Haven, FL 33882-1072

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Item 4 – ANNUAL FOOD PERMIT (Florida Statutes 500.12)

State of Florida
Department of Agriculture and Consumer Services
Division of Food Safety
P.O. Box 1072
Winter Haven, FL 33882-1072

4.04 **EXCLUSIVITY**

The Campus Grille shall purchase the produce items as listed on the price sheet, plus any similar items from or through the awarded bidder. Campus Grille has the option of adding, from time to time, other items or groups of items as may be appropriate. Campus Grille also has the options of deleting items from the supply list at anytime.

4.05 **NEW FACILITIES**

Any new facility built during the existence of this contract shall be covered by this bid.

4.06 **PRODUCT CONDITION**

Unless otherwise indicated, all fruits and vegetables must have less than two percent (2%) decay at point of acceptance. All produce shall be fully mature and in good commercial condition with regard to texture, juiciness, firmness and temperature in accordance with its type and variety.

4.07 **PACK AND SIZE**

The pack and size shown for an item in the Product List are shown only as examples since various sizes and types are available. In many instances, an item may be available from Florida in type of pack and size, and from California in another type of pack and size.

4.08 **GRADES**

Grade requirements are that on delivery, a pack must have at least eighty-five percent (85%) of the grade specified, which means the fifteen percent (15%) can be below the grade specified. Accordingly, a package with forty (40) units must have at least thirty-four (34), which meet the grade requirements. A typical specification would read "85% or better, U.S. No.1"

ALL PRODUCTS MUST BE DOMESTICALLY GROWN

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ATTACHMENT "A"
DELIVERY LOCATIONS

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ELEMENTARY SCHOOLS		
Boggy Creek Elementary	810 Florida Parkway	Kissimmee, FL 34743
Central Avenue Elementary	1502 N Central Avenue	Kissimmee, FL 34741
Chestnut Elementary	4300 Chestnut Street	Kissimmee, FL 34759
Cypress Elementary	2251 Lakeside Drive	Kissimmee, FL 34744
Deerwood Elementary	3701 Marigold Avenue	Kissimmee, FL 34758
Flora Ridge Elementary	2900 Dyer Blvd	Kissimmee, FL 34741
Hickory Tree Elementary	2355 Hickory tree Road	St Cloud, FL 34772
Highlands Elementary	800 W Donegan Avenue	Kissimmee, FL 34741
Kissimmee Elementary	3700 W Donegan Avenue	Kissimmee, FL 34741
Lakeview Elementary	2900 5 th Street	St Cloud, FL 34769
Michigan Avenue Elementary	2015 S Michigan Ave	St Cloud, FL 34769
Mill Creek Elementary	1700 Mill Slough Road	Kissimmee, FL 34744
Partin Settlement Elementary	2434 Remington Blvd	Kissimmee, FL 34744
Pleasant Hill Elementary	1253 Pleasant Hill Road	Kissimmee, FL 34746
Poinciana Elementary	4201 Rhododendron Avenue	Kissimmee, FL 34758
Reedy Creek Elementary	5100 Eagles Trail (off Poinciana Blvd)	Kissimmee, FL 34758
St. Cloud Elementary	2701 Corporate Campus Way	St Cloud, FL 34769
Sunrise Elementary	1925 Ham Brown Road	Kissimmee, FL 34746
Thacker Avenue Elementary	301 Thacker Avenue	Kissimmee, FL 34741
Ventura Elementary	275 Waters Edge Drive	Kissimmee, FL 34743
MIDDLE SCHOOLS		
Denn John Middle	2001 Denn John Lane	Kissimmee, FL 34744
Discovery Intermediate	5350 San Miguel Road	Kissimmee, FL 34758
Four Corners Middle		
Horizon Middle	2020 Ham brown Road	Kissimmee, FL 34746
Kissimmee Middle	2410 Dyer Boulevard	Kissimmee, FL 34741
Neptune Middle	2727 Neptune Road	Kissimmee, FL 34744
Parkway Middle	857 Florida parkway	Kissimmee, FL 34743
St. Cloud Middle	1975 Michigan Avenue	St Cloud, FL 34769
HIGH SCHOOLS		
Celebration High	1809 Celebration Boulevard	Celebration, FL 34747
Gateway High	93 Panther Paw Lane	Kissimmee, FL 34744
Harmony High	3601 Arthur J. Gallagher Boulevard	St Cloud, FL 34771
Osceola High	420 S Thacker Avenue	Kissimmee, FL 34741
Paths @ Teco	501 Simpson Road	Kissimmee, FL 34744
Poinciana High	2300 S Poinciana Boulevard	Kissimmee, FL 34758
St Cloud High	2000 Bulldog Lane	St Cloud, FL 34758
MULTI-LEVEL		
Celebration School (K-8)	510 Campus Street	Kissimmee, FL 34747
Narcoossee Community School (K-8)	2700 N Narcoossee Road	St. Cloud, FL 34771
Osceola County School for the Arts (6-12)	3151 N Orange Blossom Trail	Kissimmee, FL 34744
CHARTER SCHOOLS		
Bellalago Academy	3651 Pleasant Hill Road	Kissimmee, FL 34746
Canoe Creek Charter Academy	3600 Canoe Creek Road	St Cloud, FL 34772
Four Corners Charter School	9100 Teacher Lane	Davenport, FL 33837
Kissimmee Charter Academy	2850 Bill Beck Boulevard	Kissimmee, FL 34744
New Dimensions High	4900 Old Pleasant Hill Road	Kissimmee, FL 34759
P.M. Wells Charter Academy	2426 Remington Boulevard	Kissimmee, FL 34744
UCP	448 Donegan Avenue	Kissimmee, FL 34741

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PRICE SHEET

ITEM	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
FIXED COST					
1	APPLE GOLDEN: 125 Count, Fancy/Extra Fancy Grades, 40 lbs minimum per full container with try packs Brand: _____ How Packed: _____	Case	2,197/Case		
2	APPLES, GRANNYSMITH: Firm, U.S. Fancy or Better Brand: _____ How Packed: _____	Case	564/Case		
3	BANANA, SMALL: Stages 2 and 4 90 - 110 Count Brand: _____ How Packed: _____	Case	2,554/each		
4	BROCCOLI, FLORETS: 3/4 Pound Bags First Quality Washed, Ready to Eat Brand: _____ How Packed: _____	Bag	303/Bag		

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5	BROCCOLI, FLORETS: 5 Pound Bags First Quality Washed, Ready to Eat Brand: _____ How Packed: _____	Bag	228/bag		
6	CABBAGE, RED: Shredded, 5 lb Bag Brand: _____ How Packed: _____	Bag	15/bag		
7	CARROT BABY PEELED: 4/5 lbs First Quality Washed, Ready to Eat Brand: _____ How Packed: _____	Case	324/case		
8	CARROT, SHREDDED: 4/5 lbs First Quality Brand: _____ How Packed: _____	Bag	90/bag		
9	CARROT, SNACK PAK: 2 oz Baby Carrot Packs 200 Pack Case Brand: _____ How Packed: _____	Case	1,118/case		
10	CARROT STICK: 4/5 lb Bags Washed Ready to Eat Brand: _____ How Packed: _____	Bag	1,771/bag		

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11	CAULIFLOWER, FLORET: 2/3 lb Bag First Quality Washed Ready to Eat Brand: _____ How Packed _____	Bag	276/bag		
13	CELERY STICK: 4/5 LB Bags First Quality Washed Ready to Eat Brand: _____ How Packed: _____	Each	1,153/each		
14	CUCUMBER: Fresh Select, U.S. No 1 6" Minimum Brand: _____ How Packed: _____	Each	9,050/each		
15	EGGS: Large 15 Dozen/Case -360 Brand: _____ How Packed: _____	Case	207/case		
16	EGGS: Large 15 Dozen/Case -180 Brand: _____ How Packed: _____	Case	100/case		
17	GRAPES, SEEDLESS RED: 18 - 23 lbs Per Case, US Grade No. 1 Brand: _____ How Packed: _____	Case	387/case		

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18	GRAPES, SEEDLESS GREEN: 18 - 23 lbs Per Case, US Grade No. 1 Brand: _____ How Packed: _____	Case	123/case		
19	LETTUCE, ICEBURG: U.S. No 1 or Higher Cleaned and Trimmed 50 lb/Case Brand: _____ How Packed: _____	Case	67/case		
20	LETTUCE, LEAF: 535 lb/Case Brand: _____ How Packed: _____	Case	19/case		
21	LETTUCE, ROMAINE: Fresh and Cleaned U.S. No 1 or higher 24/Bunch Brand: _____ How Packed: _____	Case	428/case		
22	LETTUCE, ICEBERG, SHREDDED COARSE FOR SANDWICHES AND GARNISH: Washed, Sulfite-Free Packaged Gas Permeable Packaged, Code Dated. 4/5 lb Bags First Quality Brand: _____ How Packed: _____	Case	2,650/case		

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23	<p>LETTUCE, SALAD CUT, CHOPPED COARSE FOR SALAD: Washed, Sulfite-Free Packaged Gas Permeable Packaged, Code Dated. First Quality Brand: _____ How Packed: _____</p>	Case	3,740/case		
24	<p>LEMON: U.S. Choice 165 Count Standard Size Brand: _____ How Packed: _____</p>	Case	150/case		
25	<p>LIME: U.S. Choice 175 Count Standard Size Brand: _____ How Packed: _____</p>	Case	4/case		
26	<p>MUSHROOM: Fresh, Medium to Large Size 10 LB Box Brand: _____ How Packed: _____</p>	Case	9/case		
27	<p>MUSHROOM: Fresh, Medium to Large Size 3 LB Box Brand: _____ How Packed: _____</p>	Case	125/case		

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28	NECTARINE: U.S. Choice, Standard Size 28 lb Brand: _____ How Packed: _____	Case	1.014/case		
29	ONION, RED: U.S. No 1 Medium Size, 5 Pound Bag Brand: _____ How Packed: _____	Each	1,153/each		
30	ONION, SCALLION: 6 Bunches/Bag Brand: _____ How Packed: _____	Bag	220/bag		
31	ONION, SPANISH: U.S. No 1 Grade Medium Size, 5 lb Bag Brand: _____ How Packed: _____	Each	1,400/each		
32	ORANGE: 100 Count U.S. Grade No 1 Brand: _____ How Packed: _____	Case	112/case		

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33	ORANGE: 88 Count U.S. Grade No1 40-42 lbs Minimum Per Full Case Brand: _____ How Packed: _____	Case	78/case		
34	PARSLEY: Fresh, Washed, Ready to Use 60/Bunch Brand: _____ How Packed: _____	Case	9/case		
35	PEPPER, GREEN: 5lb Bag Brand: _____ How Packed: _____	Each	3,257/each		
36	POTATO RUSSET: U.S. Grade No 1 80 Count Brand: _____ How Packed: _____	Case	126/each		
37	RADISH: 6 Ounce Bags 10 Package Bag Brand: _____ How Packed: _____	Bag	503/bag		
38	SLAW MIX: 5/lb Bag Brand: _____ How Packed: _____	Bag	3,270/bag		

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39	SPINACH: Fresh, Cello Packed Stemmed and Washed Code Dated Brand: _____ How Packed: _____	Case	269/case		
40	SQUASH, YELLOW: U.S. No 1 2 lb/Bag Brand: _____ How Packed: _____	Bag	785/bag		
41	TANGERINE: U.S. Choice, Standard Size 35 lb Brand: _____ How Packed: _____	Case	878/case		
42	TOMATO, CHERRY: U.S. No 1 , Ripeness Stage 5-6 Light Red to Red Brand: _____ How Packed _____	Case	952/case		
43	TOMATO, GRAPE: 12 Pints U.S. No 1 Brand: _____ How Packed: _____	Case	291/case		
44	TOMATOES, RED: Firm U.S. Grade #1 72 Count 25 lbs Per Case Minimum Brand: _____ How Packed: _____	Case	1,407/case		

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45	ZUCCHINI: U.S. NO 1 Grade Medium 6 - 7 Inch 5lb Bag 20 lb Brand: _____ How Packed: _____	Case	304/case		
OPEN MARKET VARIABLE COSTS					
46	BROCCOLI HEAD: U.S. No 1 14 Head Brand: _____ How Packed: _____	Case	34/case		
47	CABBAGE GREEN: 25 Head Brand: _____ How Packed: _____	Case	7/case		
48	CANTALOUPE: 18/Case Brand: _____ How Packed: _____	Case	240/case		
49	CARROT, JUMBO: 50 lb Brand: _____ How Packed: _____	Case	6/case		
50	CAULIFLOWER: 12/Head Brand: _____ How Packed: _____	Case	39/case		

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51	GRAPEFRUIT: 27/Case Brand: _____ How Packed: _____	Case	11/case		
52	KALE, GREEN: 20/ LB Brand: _____ How Packed: _____	Case	115/case		
53	KALE, RED: 20/ LB Brand: _____ How Packed: _____	Case	16/case		
54	MELON, HONEYDEW: U.S. No 1 Brand: _____ How Packed: _____	Case	544/case		
55	MELON, WATERMELON: Fancy, U.S. No 1 Bulk or 75 – 80# Brand: _____ How Packed: _____	Case	97/case		
56	PEAR: U.S. Extra No. 1 100 Count Brand: _____ How Packed: _____	Case	200/case		
57	PLUM: Fancy, U.S. No 1 28# Carton, 4 – 10 per pound Brand: _____ How Packed: _____	Case	458/case		

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58	PEACH: Fancy, U.S. No 1 38# carton, 2 layer carton Brand: _____ How Packed: _____	Case	51/case		
59	PINEAPPLE: Fancy, U.S, No 1 20# Brand: _____ How Packed: _____	Case	50/case		
60	POTATO, SWEET: Fresh, Cleaned 100 ct/10 lb Bag Brand: _____ How Packed: _____	Bag	16/bag		
61	SALAD, CITRUS: Citrus Sections 4/1gallon per case Brand: _____ How Packed: _____	Case	5/case		
62	STRAWBERRY: U.S. Grade No 1 12 Pints Per Flat Brand: _____ How Packed: _____	Flat	195/flat		

63 Is resume included YES NO

64 Minimum Order Amount if required \$ _____

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65 Exclusions (if any) must be listed here _____

66 Contact Information:

Name _____ Phone _____
Address _____ Fax # _____
City _____ Cellular # _____
Email _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and 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.

NAME (Typed) TITLE

SIGNATURE BIDDER'S NAME

DATE TELEPHONE NUMBER FACSIMILE NUMBER