

**SUBMIT TO:**

The School Board of Orange County, Florida  
 Office of Procurement and Contracting  
 445 West Amelia Street, 4<sup>th</sup> Floor  
 Orlando, Florida 32801



**Procurement Services**  
 Orange County Public Schools

**INVITATION TO BID**

**CONTACT PERSON:**

**Jessica Graham, Sr. Specialist**

Telephone #: 407-317-3200 x 200-2460

E-mail: [Jessica.Graham@ocps.net](mailto:Jessica.Graham@ocps.net)

DATE ISSUED: **March 30, 2017**

**TITLE:**

**CAFETERIA PRODUCE**

**NUMBER:**

**ITB1703170**

**SUBMITTAL DEADLINE:**

**April 27, 2017 at 2:00pm EST**

**PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:**

**April 12, 2017 at 9:00am EST**  
**445 W. Amelia Street, Orlando, FL 32801**

*SUBMITTALS RECEIVED AFTER ABOVE  
 DATE AND TIME WILL NOT BE  
 CONSIDERED*

**REQUEST FOR INFORMATION DEADLINE: April 13, 2017 at 2:00pm EST**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

BIDDER'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this ITB.):

Florida Division of Corporation Document Number ([www.sunbiz.org](http://www.sunbiz.org)) :

MAILING ADDRESS:

I hereby certify that I have read and understand the requirements of this Invitation To Bid (ITB) and that I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

CITY – STATE – ZIP:

**X**

TELEPHONE NO:

Authorized Signature

FAX NO:

Typed Name

FEI/EIN Number:

Title Date

Email Address

**BID SUBMITTAL CHECKLIST**

It is the sole responsibility of each Bidder to check the SBOC Procurement Services website [www.procurement.ocps.net](http://www.procurement.ocps.net), up until to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

- Affix Address Label or Equivalent to the Outside of the Submittal Package (i.e. USPS, FedEx, or UPS) or Envelope, and Verify the Bid Opening Date and Time
- Bid Price Sheet
- Invitation to Bid Form
- MWBE/LDB/VBE Subcontractor Form (if applicable)
- Bidder's Experience/Qualifications Form
- Statement Of Affirmation And Intent Form
- Drug Free Workplace Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions Form
- Bidder's Statement of Principal Place of Business
- Electronic Files

## GENERAL TERMS AND CONDITIONS

\*\*\*\* PLEASE READ CAREFULLY \*\*\*\*

1. **Cancellation:** SBOC reserves the right to cancel an Invitation to Bid, in whole or in part, when it is in its best interest. Notice of cancellation will be posted on the SBOC Procurement Services website.
2. **Timely Submission of Bid Submittals:** It is the sole responsibility of Bidder to ensure timely delivery of the bid submittal. Bidder is responsible for allowing adequate mailing and/or delivery time in order that its bid is delivered to the Procurement Services Department by the specified due date and time. Submittals sent by facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bid submittals may not be withdrawn for sixty (60) days after opening.
3. **Public Bid Opening:** The bid submittals shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the firms submitting will be read aloud at the public opening. In accordance with Section 119.071(1)(b), F.S., sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.
4. **Public Records:**
  - 4.1. **IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBOC CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, [RECORDS@OCPS.NET](mailto:RECORDS@OCPS.NET), ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.**
  - 4.2. Bidder acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. Bidder shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by SBOC in order to perform the scope of services. Bidder shall comply with all requirements for retaining public records and shall transfer, at no cost to SBOC, all public records in the possession of Bidder upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.
  - 4.3. A request to inspect or copy public records relating to SBOC's contract for services must be made directly to SBOC's Custodian of Public Records. If SBOC does not possess the requested records, SBOC's Custodian of Public Records shall immediately notify Bidder of the request. Bidder must provide a copy of the records to SBOC or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If Bidder does not timely comply with SBOC's request for records, SBOC shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
  - 4.4. Should Bidder fail to provide the requested public records to SBOC within a reasonable time, Bidder understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.
  - 4.5. Bidder shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Bidder does not transfer the records to SBOC. Upon completion, expiration, or termination of this Agreement, Bidder shall transfer, at no cost to SBOC, all public records in its possession or keep and maintain public records required by SBOC to perform the services. If Bidder transfers all public records to SBOC, Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Bidder keeps and maintains public records upon completion, expiration, or termination of this Agreement, Bidder shall meet all applicable requirements for retaining public records and provide requested records to SBOC pursuant to the requirements of this Article. All public records stored electronically must be provided to SBOC in a format that is compatible with the information technology systems of SBOC.

5. **Non-Collusion:** The prices in Bidder's submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
6. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Section 112.313, F.S., all Bidders must disclose the name of any officer, director, agent, or representative who is also an employee of SBOC and who knowingly owns, directly or indirectly, any interest of any amount in Bidder's company, firm, or branch.
7. **Bid Information and Notification:** All solicitations and supporting documents are posted on the SBOC Procurement Services website at [www.procurement.ocps.net](http://www.procurement.ocps.net). It is each Bidder's sole responsibility to monitor the website for solicitation opportunities. All solicitations and supporting documents, such as addenda, tab sheets, notice of intent, and notice of award will be posted on the website.

8. **Bid Protests:** In accordance with SBOC Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications set forth in this ITB or who is adversely affected by a decision of SBOC concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated contract value.

The Notice of Intent to Protest and formal written protest shall be filed with the Senior Director, Procurement Services, 445 West Amelia Street, Orlando, Florida 32801. The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

9. **No-Contact Period/Lobbying:** In accordance with SBOC Policy KCE, School Board members and SBOC employees (except the Procurement Services Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SBOC, failure to comply with this requirement will be grounds for disqualification.

Specifically, this No-Contact Period shall commence on the initial date of the advertisement for this ITB and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify Bidder from consideration.

10. **Laws and Regulations:** Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between Bidders submitting a response hereto and SBOC by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
11. **Patents and Royalties:** Bidder, without exception, shall indemnify, defend, and hold harmless the School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the SBOC. If Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception its bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
12. **Marketing/Advertising:** In submitting a bid, Bidder agrees not to use the results there from as a part of any marketing and/or commercial advertising.
13. **Purchases by Other Public Agencies/Piggyback:** With the consent and agreement of the successful Bidder(s), purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s). This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items. SBOC reserves the right to obtain further discounted pricing resulting from other agencies piggybacking from SBOC's contract resulting in increased quantities.
14. **Right to Use Existing Bids/Non-exclusivity:** SBOC reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative bid agreements, or to directly negotiate/purchase per SBOC policy and/or Rule 6A-1.012, Florida Administrative Code. SBOC also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of SBOC, at any time during this agreement term.

15. **Default:** Failure to perform according to this solicitation and/or resulting agreement shall be cause for Bidder's company to be found in default, in which event any re-procurement costs may be charged against Bidder's company. Failure to pay said amount to SBOC upon demand may result in the company being barred from doing business with SBOC. Thereafter, Bidder may request to be reinstated. In the event of a default on an agreement, Bidder shall be responsible for any and all attorneys' fees and court costs incurred in collecting any liquidated damages.
16. **Public Entity Crimes:** Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for 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 any 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, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.
17. **Awards:** Bids shall be awarded based on the lowest, responsive, and responsible Bidder(s). SBOC also reserves the right to award to more than one Bidder for same or similar products or services.
- SBOC reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof; to reject any and/or all bids; and to waive any minor irregularity or technicality. Discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes, but may be considered in the event of a tie.
- Awarded Bidder(s) shall accept Purchase Orders or an SBOC Purchasing Card as instruments of authorization for purchases. Awarded Bidder(s) who fail to comply with this requirement will be deemed as failing to perform.
- All purchases are contingent upon the appropriation of SBOC's funding.
18. **Termination:** SBOC reserves the right to terminate the agreement awarded as a result of this ITB, or any part herein, without cause or penalty. SBOC will notify awarded Bidder(s) of the intent to terminate, in writing, a minimum of thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the agreement will not relieve awarded Bidder(s) of any obligations for any deliverables entered into prior to the termination of the agreement (i.e., reports, statements of accounts, required and not received) and/or obligations or liabilities resulting from any acts committed by awarded Bidder(s) prior to the termination of the agreement.
- The awarded Bidder(s) may cancel the resulting contract with one hundred twenty (120) days written notice to Senior Director of Procurement Services. Failure to provide proper notice may result in Bidder being barred from future business with SBOC.
19. **Right to Reject:** SBOC reserves the right to reject any or all bid, to waive irregularities and technicalities, or to accept the bid(s), which, in its sole judgment, best serves the interest of SBOC.
20. **Tie Bids:** In the case of identical responsive and responsible bid submittals, the following criteria shall be utilized to determine award of bid:
- |                        |                              |
|------------------------|------------------------------|
| A. MWBE Certification; | D. Drug Free Workplace;      |
| B. LDB;                | E. Payment Discount Offered; |
| C. VBE;                | F. Coin Flip.                |
21. **Prices and Freight Terms:** Prices are requested in units of quantity specified in the ITB specifications. In case of a discrepancy in computing the total amount of Bidder's bid, unit prices shall prevail. Bidder's prices shall include all fees and/or costs involved in providing the commodity or contractual service to SBOC.
- Bid prices shall include inside delivery, F.O.B. destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving site designated in the ITB or purchase order and there received by the designated SBOC agent. Bidder pays and bears all freight related charges, owns goods in transit, and files any claims.
- SBOC shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by Bidders who use the tangible personal property in the performance of agreements for the improvement of SBOC owned real property as defined in Chapter 192, F.S.
22. **Quantities:** The quantities as shown on the Bid Price Sheet are estimates only and in no way obligate SBOC to purchase these amounts. The estimates are intended as a guide only. The actual quantities purchased under this ITB may vary. SBOC reserves the right to re-negotiate prices if, at any time during the term of the agreement, SBOC purchases more than the estimated quantity of any line item on Bidder's Bid Price Sheet.

23. **Extension:** In addition to any renewal options contained herein, SBOC has the right to extend any award resulting from this ITB for the period of time necessary for SBOC to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this ITB. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
24. **Method of Ordering:** Orders shall be processed only upon receipt of an authorized purchase order issued by SBOC, or an SBOC Purchasing Card. All orders shall be initiated on an as-needed basis throughout the term of the agreement. Orders shall be promptly filled and delivered to the location specified on the Purchase Order. Any item or items received that do not meet specifications or duplicate shipments received will be returned at the awarded Bidder's expense.
25. **Invoicing:** Awarded Bidder(s) shall submit invoices that reference valid SBOC purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Orange County, Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984. A separate invoice must be received for each purchase order number. It is the sole responsibility of Bidder to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line of the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this ITB shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple line purchase orders.
26. **Payment:** SBOC will only pay the dollar amounts and Bidder as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., the Local Government Prompt Payment Act after the commodities or contractual services provided by a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.
27. **Assignment:** The awarded Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by SBOC.
28. **Manufacturer's Name and Approved Alternates:** Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. If the ITB allows equivalent products, each Bidder shall indicate on the bid pricing sheet the manufacturer's name and model number and include cut sheets, sketches, and descriptive literature, and/or complete specifications. SBOC reserves the right to determine acceptance of item(s) as an approved alternate. Bid submittals that do not comply with these requirements may be subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed, or is no longer available and has been replaced with a new updated model and specifications, Bidder shall notify Procurement Services in writing.
29. **Item Substitutions:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the agreement and is not available from either Bidder's or manufacturer's inventory, then the awarded Bidder must provide written notification from the manufacturer that the item has been discontinued. Bidder must file a written request with Procurement Services and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
30. **Quality:** The commodities bid must be new, the latest model, and of the best quality and highest-grade workmanship. Items offered may be tested for compliance with the ITB conditions and specifications at any time. Items delivered not conforming to ITB conditions and/or specifications may be rejected and returned at Bidder's expense.
31. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve Bidder from responsibility.
32. **Samples:** Samples of items, when required, must be furnished at no cost to SBOC and returned at Bidder's expense upon request. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, ITB name and number, and item number. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the bid submittal. Unless otherwise indicated, samples should be delivered to the same address as bid submittal.
33. **Manufacturer's Certification:** Procurement Services reserves the right to request all manufacturers' certifications, if applicable.
34. **OSHA:** Bidder warrants that the product or products supplied to SBOC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.

35. **Material Safety Data Sheet:** A Material Safety Data Sheet (MSDS) must be submitted with bid submittal for all hazardous materials/chemicals. Failure to submit the required MSDS may render the bid submittal non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.
36. **Asbestos and Formaldehyde Statement:** Bidder certifies that all materials supplied to SBOC will be 100% asbestos and formaldehyde free.
37. **Underwriters' Laboratories (UL):** Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
38. **Facilities:** SBOC reserves the right to inspect Bidder's facilities at any time with prior notice. SBOC may use the information obtained from this inspection in determining whether Bidder is responsible.
39. **Packaging:** All products shipped shall require proper packaging to ensure they are received free from damage. Awarded Bidder(s) must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in bid unit prices.
40. **Packing Slips:** The awarded Bidder(s) shall be responsible for attaching all packing slips to the outside of each shipment, referencing the SBOC purchase order or purchasing card order number. Failure to provide packing slip attached to the outside of shipment may result in refusal of shipment at Bidder's expense.
41. **Labels:** Each package, box, and/or container shall be properly labeled with the address, contact name, content description, PO number or purchasing card order number, and Bidder name.
42. **Inspection, Acceptance, and Title:** The awarded Bidder shall be responsible for delivery of all items in good condition at destination point. Bidder shall file with the carrier all claims for breakage and other losses. SBOC shall document packages that are not received in good condition. In the event the commodities and/or contractual services are found to be defective or do not conform to specifications, SBOC reserves the right to cancel the order upon written notice to Bidder and/or return the product at Bidder's expense.
43. **Anti-Discrimination:** The School Board of Orange 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, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 West Amelia Street, Orlando, Florida 32801, attend to compliance matters: Equal Employment Opportunity (EEO) Supervisor: Carianne Reggio; Section 504 Coordinator: Latonia Green; Title IX Coordinator: Doug Patterson (407.317.3200).
44. **Equal Employment Opportunity:** SBOC is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
45. **Minority/Women Business Enterprise (MWBE), Local Developing Business (LDB), and Veteran Business Enterprise (VBE):** In accordance with SBOC Policies DJFA, DJFB, and DJFC, SBOC has established policies setting forth participation goals for the dollar value of work to be awarded to MWBEs, LDBs, and VBEs. Guidelines may be accessed from the Office of Business Opportunity (OBO) website at [www.obo.ocps.net](http://www.obo.ocps.net)
46. **Fingerprinting:** Jessica Lunsford Act: The awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S.
47. **Indemnification:**
  - 47.1. The awarded Bidder shall indemnify, defend, and hold harmless SBOC, its board members, employees, representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of, or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a cause of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (ii) loss of Bidder's tools and equipment used in connection with this Agreement, and (iii) is caused or incurred in whole or in part by Bidder or any of its subcontractors, agents, or anyone directly or indirectly employed by Bidder, subcontractor, agents,

regardless if caused in part by SBOC. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from SBOC's sole gross negligence or intentional misconduct.

- 47.2. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of SBOC's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by SBOC hereunder shall be subject to SBOC's rights to sovereign immunity and any other limitations of liability provided SBOC pursuant to Florida law.
48. **Bid Bonds, Performance Bonds, and Certificates of Insurance:** Bid bonds, when required, shall be submitted with the bid submittal in the amount specified in Special Conditions. Bid bonds will be returned to un-awarded Bidders. After acceptance of a bid submittal, SBOC may notify the awarded Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awarded Bidder.
49. **Governing Law and Venue:** All legal proceedings brought in connection with this agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Orange County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. 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 agreement. In the event that a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising wherefrom, 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.
50. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
51. **Preference to Florida Businesses:** When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the district shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. Section 287.084(1)(a), F.S.
- A Bidder whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Section 287.084(2), F.S.
- Please complete the form titled "Bidder's Statement of Principal Place of Business" and include it with your submittal.
52. **Building Code Compliance Office (BCCO) Training:** To the extent services provided hereunder relate to construction, upon issuance of Construction Notice to Proceed, Bidder further agrees to attend the first available training session provided by SBOC BCCO at no cost and is obligated to ensure that representatives from each of the various trades who are involved in the inspection process attend the training session as well.
53. **Contracts and Amendments:** The contents of this ITB and all provisions of the awarded Bidder's submittal shall be considered an agreement and become legally binding. A separate agreement document, other than the purchase order(s), will not be issued.
- Any changes to the provisions herein must be in writing and signed by both parties.
54. **Davis-Bacon Act (34 CFR 80.36(i)(4)):** All Bidders, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by SBOC and sub-grantees when required by Federal grant program legislation).
55. **Prohibition Against Contracting With Scrutinized Companies:** In accordance with Section 287.135, F.S., SBOC RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF SBOC. "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter

into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” Section 215.473, F.S. defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a Bidder certifies that it and those related entities of Bidder as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S. Any Bidder awarded an agreement as a result of this solicitation shall be required to recertify at each renewal of the agreement that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBOC may terminate any agreement resulting from this solicitation if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the SBOC reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew an agreement, should SBOC determine that the conditions set forth in Section 287.135(4), F.S. are met.

56. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered Bidders must have an active status in order to be eligible to do business with SBOC. Bidders doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).
57. **New Items and/or Options:** New items and/or options may be included after award of this ITB if they are standard items and/or options for this commodity. Items inadvertently left off the bid price sheet may be viewed as an option not known to exist at the time this ITB was sent out, but are now available as an additional option. Awarded Bidders wishing to provide additional options, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market and/or building code changes occur the awarded Bidders may contact the Procurement Services about additional options.
58. **Favored Nation Clause:** Based on similar size and quantity, it is understood that Bidder is providing SBOC the same or better pricing than other districts and governmental agencies. If during the term of this agreement, SBOC locates better pricing for the same item, Bidder agrees to offer the District the reduced price.

**NOTE:** All General Terms and Conditions, Special Conditions, and Specifications attached hereto that vary from these General Conditions shall have precedence. Any inconsistency in this ITB shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms and Conditions; and (4) Instructions to Bidders.



## INSTRUCTIONS TO BIDDERS

Bidder shall read all solicitation documents and comply with all specified requirements.

1. **Sealed Bid Requirements;** the “Bidder Acknowledgement” section shall be completed, signed, and returned with the bid submittal. The Bid Price Sheet pages on which Bidder actually submits pricing and any pages upon which information is required to be inserted must also be completed and provided with the bid submittal. SBOC reserves the right to reject any bid submittal that fails to comply with these requirements.
2. **Bid Submittal:**
  - 2.1. The completed bid submittal must be provided in a sealed envelope with bid number, bid title, bid opening date & time, Bidder’s name, and Bidder’s return address clearly typed or written on the front of the envelope. Please use the enclosed label on the outside of the mailing envelope or package (FedEx, Priority Mail, etc.) when submitting a bid. Do not include more than one bid per envelope. Bidders must be certain that all pages of the ITB, all attachments and addenda are received by Bidder prior to submitting a bid submittal without regard to how a copy of this ITB was obtained. All ITB information is available on the SBOC Procurement Services website at [www.procurement.ocps.net](http://www.procurement.ocps.net). Bidders are expected to examine all instructions, terms and conditions, specifications, delivery schedules, bid prices, and extensions. Failure to do so will be at Bidder’s risk.
  - 2.2. It is the sole responsibility of each Bidder to ensure that its bid submittal is received by the SBOC Procurement Services Department on or before the time and date due for the bid to be considered. Bid submittals submitted by electronic or facsimile transmission will not be accepted. Bid submittals received after the date and hour specified will not be considered. Late bid submittals will be rejected.
  - 2.3. The address for bid submittal, including U.S. mail, hand delivery, and overnight courier delivery, is indicated on page 1 of this ITB. Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of its bid submittal or related material. The SBOC Procurement Services Department will not accept delivery of any bid submittal or related material delivered C.O.D. or requiring additional postage.
3. **No Bid:** If not providing a bid submittal in response to this ITB, Bidders are asked to respond by returning the “No Bid Response Form” only.
4. **Execution of Bid Submittal:** Each bid submittal must contain a written original signature of an authorized representative in the space(s) provided. SBOC reserves the right to reject any bid submittal or bid item completed in pencil or any bid submittal that contains illegible entries or price corrections not initialed. Only the terms and conditions of this ITB, as released by SBOC or amended via addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to in writing by SBOC.
5. **Interpretation of Bid Documents:**
  - 5.1. No interpretation of the meaning of this ITB document or correction of any apparent ambiguity, inconsistency, or error therein will be made verbally to any Bidder.
  - 5.2. All requests for an interpretation of the meaning of this ITB, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error therein, shall be in writing, addressed to the Procurement Services Representative by the date and time indicated on the first page of this ITB. Inquiries must reference the date of bid opening, bid title, and bid number. Interpretation of the ITB, clarification of ITB specifications, and changes to the ITB shall be communicated by written addenda only.
  - 5.3. Only the interpretation or correction so given by the Procurement Services Representative, in the form of written addenda, shall be binding. Verbal responses shall be considered inadmissible in bid protest proceedings. Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.
  - 5.4. Written addenda shall be signed by Bidder and returned to Procurement Services by the bid opening date and time. Failure to return such addenda may constitute cause for rejection of a bid submittal.
6. **Change or Withdrawal of Bid Submittals Prior to Bid Opening:** Changes to or withdrawal of the Bid submitted by Bidder must be in writing. This communication is to be received by the Procurement Services Representative prior to the date and time of the bid opening. Bidder’s name, and the solicitation number, bid title, and bid due date must appear on the envelope.
7. **Compliance:** Bid submittals that do not comply with these requirements may be considered non-responsive and are subject to rejection.

## BID IDENTIFICATION LABEL

Notice to all Bidders: For your convenience, the label below has been provided to identify your bid submittal properly. Place your bid submittal in a sealed envelope. Type or print your company's name and address in the area provided below and affix the label on the outer surface of the envelope or package.

The School Board of Orange County, Florida Ronald Blocker Education Leadership Center (RBELC) is a controlled access building. All visitors are required to check-in at the reception desk. If you are hand delivering a submittal, a time/date stamp is available at the reception desk. Date stamp your envelope/label and notify Procurement Services via the lobby telephone that you have delivered a submittal to the reception desk. A record of all deliveries and delivery times will be documented at the reception desk as well as in Procurement Services.

**Please fill out the label below and attach it to the outside of your bid submittal envelope.**

<p style="text-align: center;"><b>DO NOT OPEN - SEALED BID - DO NOT OPEN</b></p> <p><b>BID #: ITB1703170 TITLE: CAFETERIA PRODUCE</b></p> <p><b>BID TO BE OPENED ON <u>April 27, 2017</u> AT <u>2:00PM EST</u></b></p> <p>From: _____ _____ _____</p> <p><b>DELIVER TO:</b></p> <p style="text-align: center;"><b>THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA PROCUREMENT SERVICES ATTENTION: JESSICA GRAHAM 445 W. AMELIA ST. ORLANDO, FLORIDA 32801</b></p>
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## DEFINITION OF TERMS

1. **“Acquisition”** - the process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.
2. **“Addenda”** – a written addition or supplement to a document (for example, items or information added, deleted or changed on a procurement document). Addenda will be posted on the SBOC Procurement Services website.
3. **“Alternate bid”** - a substitute bid or a bid submitted with an intentional substantive variation to a basic provision, specification, term, or condition of the solicitation; alternate bids shall only be provided when requested in the solicitation documents.
4. **“Best value bidding”** - the purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific commodities or contractual services based on pre-determined criteria identified by SBOC.
5. **“Bid” or “Bid submittal”** - written response to a solicitation for competitive sealed bids to provide equipment, supplies, services, or construction items.
6. **“Bidder”** – any individual, business entity, or company submitting a bid in response to an Invitation to Bid; the term “Bidder” is used interchangeably with the terms “Contractor”, “Proposer”, or “Respondent”
7. **“Bid sample”** - a sample offered by a Bidder when required in an ITB; the samples are considered a required part of the solicitation and are examined and tested for conformance with the requirements of the ITB.
8. **“Conflict of interest”** - an actual or potential situation in which the personal interests of a Bidder, SBOC employee, or public official, are, or appear to be, in conflict with the best interests of SBOC.
9. **“Contract” or “Agreement”** - a mutually binding legal instrument obligating Bidder to furnish the commodities or contractual services in exchange for SBOC to pay for them, including, but not limited to, purchase orders and formal agreements.
10. **“Contract modification”** - any written change to the terms of an executed contract.
11. **“Descriptive literature”** - information provided by Bidder (such as cuts, illustrations, drawings, and brochures) that shows a commodity’s characteristics or construction of a commodity or explains its operation. The term includes only that information needed to evaluate the acceptability of the commodity and excludes other information for operating or maintaining the commodity.
12. **“FOB Destination”** - free on board at destination; title changes hands from Bidder to purchaser at the destination of the shipment; Bidder owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.
13. **“Latent defect”** - an unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.
14. **“Laws and regulations”** - laws, rules, regulations, ordinances, and/or court or administrative orders, or a respective federal, state, or local government agency, including, but not limited to, a school board.
15. **“Lobbying”** - any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of the Board or SBOC personnel after advertisement and prior to the award of a bid or contract.
16. **“Local Developing Business” (LDB)** – a business concern that is domiciled in the local area (Orange, Osceola, Lake, or Seminole County) and that meets the revenue limitations, and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation.
17. **“Lump Sum”** - the total price of a group of items, which is priced as a whole.
18. **“Minority/Women Business Enterprise” (MWBE)** - SBOC has established a MWBE policy for the procurement of goods and non-professional services with an annual participation goal of 12%. Bidders must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, the City of Orlando, Greater Orlando Aviation Authority (GOAA), State of Florida and National Minority Supplier Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with Bidder’s bid submittal.
19. **“Notice of Award”** - the written notice of the acceptance of the solicitation from SBOC to Bidder.

20. **“Offer”** - a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.
21. **“Offeror”** - one who makes an offer in response to a solicitation; or one who submits a bid in response to a Request For Proposal (RFP), Invitation To Bid (ITB), Invitation To Negotiate (ITN); used interchangeably with the terms “Bidder”, “Respondent”.
22. **“Owner”** – The School Board of Orange County, Florida
23. **“Pricing”** - the process of establishing a reasonable amount to be paid for commodities or contractual services.
24. **“Procurement Representative”** - the Procurement Services employee identified in the solicitation documents who is primarily responsible for processing the solicitation.
25. **“Procurement Services Department”** – is also referred to as Procurement or Purchasing. The Procurement Services Department within The School Board of Orange County, Florida is responsible for the administration of this solicitation.
26. **“Purchase Order”** – SBOC’s written document to a Bidder formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.
27. **“Qualification Requirement”** - means a SBOC requirement for testing or other quality assurance demonstration that must be completed before award of a contract.
28. **“Qualified Products List” (QPL)** - an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, SBOC has determined will meet the applicable specification requirements.
29. **“Responsible Bidder”** - Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
30. **“Responsive Bidder”** - Bidder who has submitted a bid that conforms in all material respects to the solicitation requirements.
31. **“Shipment”** - the process of transporting goods.
32. **“Signature” or “Signed”** - the discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.
33. **“Solicitation”** - a written document containing an invitation for bids or request for proposals to provide commodities or contractual services.
34. **“Solicitation Provision” or “Provision”** - a term or condition used only in solicitations and applying only before contract award.
35. **“Specifications”** - a description of the physical or functional characteristics, or of the nature of commodities or contractual services; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.
36. **“Submitting of Bids”** - all bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the SBOC bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or Bidder notes.
37. **“Surety”** - shall mean any corporation that executes, as Surety, the Proposal/Bid, Performance, and/or Payment Bond.
38. **“Termination for Convenience”** - means the exercise of SBOC’s right to terminate performance of work under a contract completely or partially when it is in SBOC’s best interest.
39. **“Termination for Default”** - means the exercise of SBOC’s right to terminate a contract completely or partially because of the Awarded Bidder’s actual or anticipated failure to perform its contractual obligations.

40. **“Veterans Business Enterprise (VBE)”** – means that each VBE bidder is certified at the time of the opening of the bid otherwise credit for the preference will not be given. Each VBE bidder shall submit a valid/current VBE certificate issued through the Center for Verification and Evaluation (CVE) or the State of Florida. Failure to obtain and maintain a valid certification will result in the denial by SBOC of the preference until such time as evidence of the certification or re-certification is established.
41. **“Warranty”** - means a promise or affirmation given by Bidder to SBOC regarding the nature, usefulness, or condition of the commodities or performance of services furnished under the resulting contract.

## SPECIAL CONDITIONS

### 1. Scope

The purpose of this solicitation is to establish the minimum requirements for purchase and delivery of produce products to approximately 195 schools. SBOC may contract with multiple vendors to fulfill the services listed in this solicitation.

This solicitation is also inclusive of the following programs:

1. Cafeteria Produce: The cafeteria produce program includes all produce supplied to schools as well as the grant funded program called "The Fresh Fruit and Vegetable Program (FFVP). Detailed information regarding the FFVP is included in this invitation to bid.
2. Farm to School Produce Pilot. The purpose of this program is to establish contracts with local farmers, or any entity partnering with local farmers, to provide and deliver seasonal, high quality, farm fresh Florida produce to one (1) Food and Nutrition Services Central Kitchen.

Attached is list of all present delivery sites. SBOC reserves the right to add, delete or otherwise change delivery locations during the term of the contract or any approved extensions.

The estimated value for bidding purposes of the produce bid is \$4,300,000 (inclusive of delivery fee and purchase of produce items listed herein). Please note that this is an estimate only and in no way obligates SBOC to purchase this amount. These estimates are intended as a guide in submitting your bid.

The estimated value for bidding purposes of the Fresh Fruit and Vegetable program will be based on the grant awarded dollars; \$421,000. This bid covers approximate twelve (12) to fourteen (14) schools. Please note that this is an estimate only and in no way obligates SBOC to purchase this amount. These estimates are intended as a guide in submitting your bid.

The estimated value for bidding purposes of the Farm to School program is \$30,000. Please note that this is an estimate only and in no way obligates SBOC to purchase this amount. These estimates are intended as a guide in submitting your bid.

The estimated value of the Cafeteria Produce portion of this contract is \$4,300,000 (inclusive of delivery fee and purchase of produce items listed herein). Please note that this is an estimate only and in no way obligates SBOC to purchase this amount. These estimates are intended as a guide in submitting your bid.

The estimated value of the Farm to School Produce Pilot portion of this contract is \$30,000 (inclusive of delivery fee and purchase of produce items listed herein). Please note that this is an estimate only and in no way obligates SBOC to purchase this amount. These estimates are intended as a guide in submitting your bid.

- ### 2. Bidder's Responsibilities:
- It is the responsibility of each Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Bidder shall submit at the bid opening date and time, its complete executed bid packet with all signed forms, and Bid Price Sheet(s). Bidder shall submit a CD/DVD/Flash drive electronic copy of its bid at the time of bid opening or within 24 hours of request by SBOC. The CD/DVD/Flash drive shall include all executed forms, signed Bid Price Sheet, and required supplementary documents.

Bidders should monitor continuously the SBOC Procurement Services website for any information (addenda, tab sheets, notice of intended action, etc.) that may be posted prior to or after the opening of this solicitation. The website which lists all bids, addenda, and awarded information, is as follows: <http://procurement.ocps.net>, (click) Solicitations, then (click) Current.

- ### 3. Definition of Responsive and Responsible for this Bid:
- Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this ITB. (Responsive)
- B. The greatest benefits to SBOC as it pertains to: (Responsible)
  1. Total Cost.
  2. Delivery.
  3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
    - a. A list of references with the bid submittal and;
    - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
  4. All technical specifications associated with this ITB.
  5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

6. Any other criteria indicated in this ITB.

4. **Bankruptcy/Insolvency:** At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, SBOC may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.

5. **Award:** Award shall be made to the lowest, responsive, responsible Bidder(s), meeting the specifications with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to SBOC needs, delivery terms, qualifications, and past performance.

SBOC reserves the right to make multiple awards in its best interest. In such cases where an award is made to more than one responsive and responsible Bidder.

SBOC shall apportion the work among the various providers in such manner and at such time as it deems appropriate under the circumstances, in its sole discretion and no minimum amount or proportion of work is guaranteed to any single awarded Bidder or class of Bidders.

6. **Length of Contract and Renewals:** The intent of this ITB is to establish a contract for a period of three (3) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed delivery fee pricing on items awarded, as specified in this ITB.

SBOC reserves the right to renew any or all prices, terms, conditions, and specifications of the Agreement, for up to two (2) additional one-year period(s), upon mutual agreed by both SBOC and the awarded Bidder. Renewals must be evidenced, in writing, with the signature of the awarded Bidder's authorized representative and SBOC.

7. **Pricing:** Bid Prices will be accepted and considered by the following methods: (a) The bid price per item, per specified quantity, (b) The total bid price for all items for these specifications in an "All or None" Bid, per Lot, and/or (c) Items may be grouped in an "All or None" Bid for a particular group of items while other items are bid per item. SBOC reserves the right to award the bid by any of these methods.

Bid prices shall include all shipping, transportation, fuel, supervision, equipment, set-up services, and related items necessary to complete the work in accordance with this ITB.

8. **Price Reduction:** If, from date of bid opening, the successful Bidder(s) either bids the same products at a lower price than offered to SBOC or reduces the bid price of the product, the lowest of these reduced prices will be extended to SBOC. If during the course of the contract, the manufacturer or distributor reduces the price on the bid item, the District reserves the right to receive the lowest price offered on the open market.

9. **Equitable Adjustment:** SBOC may, in its sole discretion, make an equitable adjustment in the bid terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all the following criteria: (a) the volatility is due to causes wholly beyond the awarded Bidder's control; (b) the volatility affects the marketplace or industry, not just the particular Bidder's source of supply; (c) the effect on pricing or availability of supply is substantial; and (d) the volatility so affects Bidder that continued performance of the bid award would result in a substantial loss.

10. **Price Escalation:** SBOC may consider pricing increases of the items bid if the following conditions occur: (a) there is a verifiable price increase to Bidder of the awarded bid item(s); (b) the awarded Bidder(s) submits to Procurement Services, in writing, notification of price increases; (c) the price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices; and (d) Bidder(s) shall submit the above information to Procurement Services a minimum of thirty (30) calendar days prior to the effective date of the price increase.

When Bidder complies with the abovementioned conditions, Procurement Services will review the information to determine if it is in the best interest of SBOC to adjust the pricing on the awarded items, in conjunction with Bidder's effective date of price increase. SBOC reserves the right to deny any requests for price increases. Bidder shall receive confirmation in writing of the approval or denial of a price increase. Bidder must receive notification from Procurement Services that SBOC has accepted the new prices before processing any orders with the new cost. Payment of the new prices by SBOC does not constitute acceptance of the new pricing.

11. **Material Quality:** Material quality is expected to be commercial grade and of such to accomplish the service work satisfactorily. SBOC reserves the right to set the standard of quality for materials for a given job. All materials used shall be manufactured by a company acceptable to SBOC. The awarded Bidder will have in stock the most commonly used system components.

12. **Delivery:** All items delivered to each individual school shall be delivered "inside" to the individual school Food and Nutrition Services Department storage units. Drivers shall deliver products into pantry or cooler rooms as designated by the School Food and Nutrition Services Manager or designee. Deliveries shall be made Monday through Friday, between the hours of 6:30 AM EST and 2:00 PM EST, excluding Central Kitchens, and except where agreed upon by the individual Food and Nutrition Services Manager. There will be no deliveries made on Saturdays, Sundays, or holidays when all school buildings are closed. No personnel or equipment will be supplied by the Orange County School Board to handle or unload any items being received by the School Board.

Central kitchen deliveries shall be three (3) times weekly between the hours of 5:00 and 7:00 AM.

There are approximately 195 school cafeterias within Orange County, Florida. OCPS reserves the right to add additional delivery locations during the term of the contract.

All Distributor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The Districts shall notify the Distributor of any chronic problems with delivery personnel. The Districts reserve the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the District is unprofessional.

All Distributor's employees shall bear and be able to present proper identification upon request. The Distributor's delivery personnel shall be well groomed, and at all times, wearing a Distributor uniform that denotes the Distributor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the Districts

Deliveries **MUST** be made in clean, well-maintained, enclosed trucks that are capable of maintaining refrigerated products at 35 - 40 degrees Fahrenheit and keeping products clean and dry. Trucks should be equipped with back up warning signals. Drivers are not required to store products on shelves or remove containers from master cartons. If an item is omitted from an order by the Contractor, or is delivered in unacceptable condition, redelivery must be made within 24 hours, or at a longer time span if approved by the SBOC

Products must be delivered in good condition, clean cartons, and crates and in accordance with the bid specifications. Failure to adhere to the District's requirements may result in cancellation of contract. Contents must be clean, free from damage, infestation and within proper temperatures.

All deliveries will be F.O.B. Destination, freight fully prepaid by Bidder. Bidder must include in the item price all delivery, pick-up, mileage, and travel charges to all schools and facilities located within Orange County, Florida on the Bid Price Sheet. SBOC will not accept bids that contain separate charges for delivery or shipping or will honor no common carrier/drayage charges.

Bidder shall make deliveries within five (5) work days from the date of the receipt of the SBOC purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by Bidder; except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of Bidder. In these cases, Bidder shall notify SBOC of the delays immediately with a revised delivery date.

Under no circumstances will a driver be given a key to a school. Deliveries shall be made **weekly** to all sites; however Food and Nutrition Services reserve the right to request second deliveries for additional sites as needed.

13. **Time Is of The Essence:** The awarded Bidder acknowledges that time is of the essence to complete the work as required in each event. The Awarded Bidder agrees that all work shall be prosecuted diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within industry standards. Should Bidder neglect, fail, or refuse to complete the work within the time specified in each and every work request or as properly extended by SBOC, then Bidder does hereby agree, as part consideration for awarding of the Agreement, to pay to SBOC the liquidated damage sum of \$50.00 for each work day that the vendor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty, but as liquidated damages for breach of contract as set forth herein. If the reasons for the delays are beyond the vendor's control or an act of God, no liquidated damages for the breach of contract will be addressed.

14. **Force Majeure:** SBOC and the awarded Bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and ensuing Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, which includes, but is 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.

15. **Guarantee:** The awarded Bidder warrants that the work, including commodities and materials provided, shall conform to professional standards of care and practice in effect at the time the services are performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of this ITB, the vendor warrants that all materials provided shall be new.

During the guarantee/warranty period, Bidder shall within 48 hours after receipt of notification, correct improper work, without cost to SBOC. If Bidder fails to correct defects, SBOC shall be entitled to have such work remedied and Bidder shall be fully liable for all costs and expense reasonably incurred by SBOC. Payments for work performed do not constitute a waiver of this guarantee.

16. **Protection of Persons and Property:** Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the awarded Bidder at its expense when work is performed in areas traversed by persons or vehicles. Bidder shall conform to any safety requirements deemed necessary by OSHA requirements and by SBOC Representative to insure that safety of all students, staff, and community members.

Bidder shall at all times guard from damage or loss to property of SBOC or of other vendors and shall replace or repair any loss or damage unless such is caused by SBOC, other vendors. SBOC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of Bidder or its agents.

17. **Removal of Debris:** The awarded Bidder shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. Bidder shall not use the trash receptacles located on SBOC property. Any debris left at the worksite shall be removed within 24 hours' notice from SBOC. Bidder assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

18. **Use of Other Contracts:** SBOC reserves the right to utilize any other district contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this ITB, if it is in its best interest. SBOC also reserves the right to solicit separately any single order or to purchase any item on this ITB if it is in its best interest.

19. **Familiarity with Laws, Ordinances, Rules and Regulations:** The awarded Bidder is required to be familiar with all federal, state and local laws, ordinances, rules, and regulations that may affect their work in any manner. Failure on the part of Bidder to be aware of any law, ordinance, rule or regulation will in no way relieve it from any responsibility or liability arising from the ITB award. Bidder assures and certifies that it will comply with all laws, ordinances, rules, regulations, and all other legal requirements. Bidder shall abide by all OSHA, NFPA and ADA regulations pertaining to the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression / extinguishers, job site first aid kits, and emergency communication. Any work site accidents shall be reported to SBOC and any other proper authorities.

Bidder shall have in their possession all-applicable insurance, permits, licenses, etc. that may be required by law to furnish services under the scope of this Agreement. Bidder must not be in violation of any law or other ordinances during the life of this Agreement. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of Bidder. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Bidder shall constitute cause for immediate termination of the Agreement.

20. **Preference to Florida Businesses:** Effective July 1, 2012, when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. See Section 287.084(1)(a), F.S.

A Bidder whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. See Section 287.084(2), Florida Statutes.

Bidders shall complete the form titled "Bidder's Statement of Principal Place of Business" and include it with a bid submittal.

21. **Bidder's Representative:** The awarded Bidder shall provide the name, address, phone and cell numbers of the contact person(s) 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. The awarded Bidder shall provide their technicians assigned to SBOC with either a cellular phone allowing SBOC personnel with immediate access in cases of emergency.
22. **Invoicing:** An invoice can only reference one purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to Bidder for resolution of the discrepancies. It is the sole responsibility of Bidder to reconcile the purchase order and Bidder's invoice and to notify the representative of any discrepancies prior to billing. SBOC will only pay the dollar amounts authorized on the purchase order. The awarded Bidder will be required to submit invoices referencing the purchase order number on all requests for payment. All statements must reference valid purchase order numbers.

Invoices must also be sent to the address and email below. SBOC will notify the vendor if the address or email changes during the contract term.

Food and Nutrition Services  
Att: FS Finance  
6501 Magic Way Building 500  
Orlando, FL 32809  
Email: [fsfinance@ocps.net](mailto:fsfinance@ocps.net)

**INVOICING BETWEEN DISTRIBUTOR AND SUPPLIER:** As may be requested from time-to-time by SBOC, the successful bidder will be responsible for providing copies of invoices for procuring cafeteria produce from its supplier(s). This method will be used periodically to spot check supplier's cost to the successful bidder. SBOC shall request said invoices at least twice during the contract year — once in the first six (6) months of the contract year and once in the second six (6) months of the contract year. If at any time SBOC identifies a discrepancy between the price a successful bidder quoted and the price indicated on the audited invoice, SBOC shall be provided a credit within thirty (30) days of the close of the month in which the audit took place for the amount of the discrepancy. Furthermore, OCPS reserves the discretion and authority to terminate a contract if a price discrepancy is found.

23. **Disclosure of Response Content:**

- 23.1. All material submitted becomes the property of SBOC and may be returned only at SBOC's option. SBOC has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any response does not affect this right.
- 23.2. SBOC is governed by the Public Records Law, Chapter 119, F.S. Only trade secrets as defined in Section 812.081(1)(c), F.S., or financial statements required by SBOC for road or public works projects as defined in 119.071(1)(c), F.S., (hereinafter "Confidential Materials"), may be exempt from disclosure. If a Bidder submits Confidential Materials, the information must be segregated, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." SBOC will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the SBOC shall execute the Agreement and send Bidder a "Receipt for Trade Secret Information." Return the non-disclosure agreement only if confidential materials are being included in the submittal. The confidential materials will only reviewed by procurement staff or the evaluation committee during evaluation phases.

24. **Insurance:**

At its sole expense, the awarded Bidder(s) shall maintain the following insurance during the term of this Agreement and such insurance will apply to Bidder, its employees, agents, and subcontractors:

- 24.1. Workers' Compensation insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all Bidder's employees who will be engaged in the performance of the Services in this Agreement.
- 27.2. Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, in an amount not less than must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.

- 27.3. Automobile Liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with providing Services outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
- 27.4. Insurance Capacity Verification  
**It is a requirement of all bidders to prove their capacity to provide the required insurance as specified in this solicitation.** Please provide a "Certificate of Liability" (Acord 25) matching the specified requirements. If selected, you will then be required to name the School Board of Orange County, Florida as an additional insured and provide a revised "Certificate of Liability" at the time of contract execution.
- 27.5. Awarded Bidder agrees to the following as it relates to all above required insurance:
- 27.5.1. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
  - 27.5.2. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
  - 27.5.3. Awarded Bidder shall notify SBOC's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
  - 27.5.4. Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.
  - 27.5.5. Awarded Bidder agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by SBOC. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required in this Agreement.
  - 27.5.6. To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from SBOC or its insurance.
  - 27.5.7. Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000) shall be pre-approved by SBOC's Risk Management Department and referenced in an addendum to this Agreement.

## TECHNICAL SPECIFICATIONS

1. Bidder will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid submittal rejection or award cancellation.
2. **Acceptance of Commodities and/or Services:** The commodities and/or services to be provided hereunder shall be delivered to SBOC, in full compliance with the specifications and requirements set forth in this contract. If the product provided by Bidder is determined to not meet the specifications and requirements of this contract, either upon initial inspection or discovered at a later date, the item will be returned, at Bidder expense, to Bidder. At SBOC's own option, Bidder shall either provide an approved replacement, or provide a full credit for the returned product. Bidder shall not assess any additional charge(s) for any conforming action taken by SBOC under this clause.
3. **Grade/Quality Packaging Product:** Produce shall be U.S. #1 commercial, unless otherwise stated. All items shall be packed to the Standard for the USDA Grade or Size as specified in the bid. All items must be labeled by brand name, product code and/or any other identification, which clearly identifies the product when delivered.

Food and Nutrition Services School Managers have the right to refuse products that do not meet quality standards. The invoice/delivery ticket will be corrected at the time of delivery. Product not accepted will be replaced the following business day. If product has been rejected, the quality conditions that caused the rejection must be corrected. Chronic quality issues may be cause for contract cancellation.

4. **Product Pricing:** This bid is for a "Cost plus Fixed Delivery Fee" contract. Cost shall mean the vendors' cost of the produce item Not to Exceed the Cost for the Item as reported in the US Wholesale (Terminal) Market Price Report Published for Miami, Florida by USDA. Fixed Delivery Fee shall mean the vendors charge for stocking, storing and delivering the items to SBOC school delivery sites.

Raw produce items are priced daily and these prices are published for the major terminal markets by USDA. Produce prices will be set on Thursday of each week for deliveries the following week. Produce cost shall be the lesser of the vendors' delivered cost of the item or the price shown for the same item in the US Wholesale Terminal Market Report for Miami. This is to be accomplished by the vendor submitting a Produce Price List to SBOC Food and Nutrition Services Department, 6501 Magic Way, Bldg. 500, Orlando, FL 32809, by email on an Excel spreadsheet along with any necessary supporting information on Thursday by 10:00 AM EST each week.

These will be reviewed and/or approved by SBOC Food and Nutrition Services Department to establish the cost of all items for deliveries the following week. SBOC Food and Nutrition Services Department will determine if products will be restricted for each week due to cost. Vendor will not deliver products that have been restricted but will make an approved substitution. All delivery Fees shall be in accordance with the amount Bid by the Vendor per Bid Unit. Should the Delivery Unit be less that the Stated Bid Unit, the Fee shall be prorated. For example, if the Quoted Fee is \$2.00 for a 20 lb. case, the Fee for 5 lb. would be \$.50.

The successful bidder will be responsible for informing SBOC of any price increase for any product covered in the contract. The successful bidder must provide corresponding marketing documentation to justify any price increase.

5. **Transmittal of Delivery Orders:** The SBOC will provide copies of menus to the Contractor which will indicate, well in advance, the use of various produce items. Individual school orders will be submitted approximately seven (7) days prior to delivery. Orders will be submitted on a mutually agreeable schedule and method, e.g., either by mail, telephone, email, or FAX to an "800" number (if long distance), transferred electronically, or picked up by the Contractor at a designated time and place. The Contractor will then provide a weekly price and availability listing of 'Fresh from Florida' produce to the SBOC for acceptance before the items are approved for purchase. All orders shall be screened by the Contractor, discrepancies clarified with the SBOC, and adjustments made within 48 hours of scheduled delivery. All items shall be delivered at a minimum average accuracy level of 99 percent of the line items.
6. **Receiving:** All deliveries will be carefully checked by the Food and Nutrition Services Manager against the order before they are received and signed for. All produce shall be ready to serve, ripe, and have at least a 6-7 day shelf life. All shortages and damages shall be noted on each invoice/delivery ticket by the manager. Original invoice with the quantities of each item noted, total quantities, and the condition of merchandise will be signed by the receiver and forwarded to the Food and Nutrition Services Department.

Drivers are expected to deliver the products to the designated storage or check-in area. Drivers are not expected to rotate stock or place items on shelves.

The Food and Nutrition Services Procurement Manager will contact the produce distributor directly with any discrepancies. Additional products need to be delivered during next delivery at no additional charge. Invoices for shorted or damaged product shall be held by the Food and Nutrition Services Manager until a replacement is made.

7. **Quantities:** The quantities indicated on the bid forms are based on previous year's purchases and are accurate to the best of The Food and Nutrition Services Department ability to gather the data. However, bidders must understand the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements. It is understood that if an item is listed on the contract, schools will not accept delivery of any item other than the specific product label and code listed on the contract. Any change in the label and/or product must be evaluated and approved by The Food and Nutrition Services Department, 6501 Magic Way, Suite 500, Orlando, FL 32809 in advance of the change. Actual purchase quantities may be more or less than the amounts shown. Any bid that reflects a minimum cost or quantity requirement will be considered unresponsive for a qualified item or group of items and may not be considered for award.

8. **Substitutions/Shortages:** Upon award, product deliveries must be in compliance with these specifications. The vendor may not change from one approved product to another without written approval from Food and Nutrition Services Procurement Manager or designee during the course of the contract period. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to the Food Services Procurement Manager.

Product substitutions shall be equal to, or of better quality, than the product originally ordered. If a substitution is made costing more than the ordered product, the substituted product shall be sold to the District at the same price as the originally ordered product. If a substitution is made costing less than the originally ordered product, the substituted product shall be sold to the District at the lower cost, with the normal fixed delivery fee markup applied. The out of stock item must be labeled as "out-of-stock" on the invoice and the item approved for substitution must be labeled "substitute" on the invoice

All substitutions should be noted on the invoice. Out of stock items should be labeled "out of stock" on the invoice and the item approved for substitution must be labeled "substitution" on the invoice. In addition, the originally ordered product should be left on the invoice and show zero (0) shipped. Chronic substitutions/cancellations may be cause for contract cancellation.

9. **New and/or Additional Products:** Any request for new and/or additional products not included in the original bid document must include product specification with pricing and data sheets for review and consideration. All products and information shall be sent to the Food and Nutrition Services Department, 6501 Magic Way, Bldg. 500, Orlando, FL 32809. Vendors are prohibited from presenting new products items to the Food and Nutrition Services Managers at the schools. The products will then be evaluated and tested for acceptance.

## PART 1 – CAFETERIA PRODUCE

The specifications below only apply to Cafeteria Produce and the Fresh Fruit and Vegetable Program (FFVP)

### 1. Definitions and Product Categories:

- a. **Bid Unit** is the unit size on which the bid is to be based. Food products frequently do not have a standard portion or pack size. The use of a common bid unit provides for a common denominator for all bidders. The usage or quantity provided in the solicitation is expressed in multiples of the BID UNIT. Bid Units may be expressed as **Cases, Pounds, Servings, 100's, 1,000's, etc.** Should your Pack size be different, it will be necessary that you **reflect this by changing the quantity specified**. For example, if the Bid Unit specified is per 1,000 and your pack is 500, you would need to double the quantity to yield the requested Quantity. **A change in the Bid Unit is NOT permitted.**
- b. **CN** shall mean the Child Nutrition Labeling Program administered by the Food and Nutrition Service, Food Safety and Inspection Service and Agricultural Marketing Service of the USDA and the National Marine Fisheries. This is a voluntary program that involves the review of the manufacturer's formula's to determine and certify the contribution that a serving of a given commercially prepared item makes toward the Child Nutrition Nutritional meal requirements. This contribution is specified in a special block on the manufacturer's label.
- c. **HACCP** shall mean Hazard Analysis Critical Control Point; a written plan should be utilized by the bidder which delineates the formal procedures for following the principles developed by the National Advisory Committee on Microbiological Criteria for Foods.
- d. **Manufacturer** shall mean the entity that convert's raw or processed material into more finished food product to be used by schools in their food service operations. As a minimum, this entity is responsible for compliance with the requirements contained in the Meat Inspection Act, the Poultry Inspection Act and Food, Drug and Cosmetics Act including Standards of Identity and Labeling. The label on the product shall be that of the Manufacturer and no other. All products offered under this bid must be labeled in such a manner to permit the product be sold and shipped in interstate commerce. Manufacturer does **not** include sales agents, brokers, distributors or any related entities. Co-packed products are not acceptable under this bid.
- e. **NFDM** shall mean Non Fat Dry Milk used in the production of commodity products used in the CN program.
- f. **Promotional Allowance** shall mean the reduction in price charged to SBOC by the purchase of a contracted product per bid unit based on the BID as confirmed by purchase quantities. This is typically paid after the purchase based on request filed by SBOC. These claims will be filed quarterly or monthly depending on the volume and dollar amount involved. All payments will be made to SBOC, Food and Nutrition Services.
- g. **Purchase Unit** shall mean the actual pack that will be purchased and delivered under this contract. For example, if the Bid Unit is per serving, the Purchase Unit would typically be a CASE (100-2.5 oz servings).
- h. **Service Level** shall mean the contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.
- i. **Standards of Identity** shall mean that all products must conform to the US minimum standards of identity as established by the Food, Drug and Cosmetics Act and the supporting Regulations in 21 CFR.
- j. **USDA** shall mean United States Department of Agriculture.

2. **Product Specifications:** Items listed on the Bid Price Sheet have been approved by SBOC Food and Nutrition Services Department. All items bid must meet specifications as listed on the Bid Price Sheet. Items bid that do not meet specifications will not be considered. Bidding items that do not meet specifications may necessitate the removal of your company's name from future bids. Any item received not meeting specifications will be returned at the vendor's expense.

Bidder **must provide** nutritional specifications on all items being bid. All items shall meet these nutritional requirements: Total Fat less than 30% of total calories, Saturated Fat less than 10% of total calories, No Trans Fat, and Sugar by weight less than 35%.

All items furnished under this contract shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. Further, all items shall comply in all respects to the standards and regulations established by federal and/or Florida Laws.

3. **Product Approval:** There are various pieces of data and information required to have a product considered for approval by SBOC. These include but may not be limited to the following:
  - a. Case Label - this may be an actual label or a photocopy of the label. Labels that are marked "Sample", "Specimen", "Not for Resale" or anything similar are not acceptable.
  - b. Nutrient Data - this is the nutrient data for the item. Ideally it would be signed by a representative of your Quality Assurance Department. The information should indicate whether the information is based on raw or cooked product and should reflect the source of the data for analysis.
  - c. Pack Information - what is the pack size of the Purchase Unit (# of servings/case, etc.).
  - d. Packaging – in full production cases, no partial cases, no special run, etc.

This information is necessary to properly evaluate comparability of products from different manufacturers and as such no item will be considered by OCPS until this required information is furnished to Food and Nutrition Services Department, 6501 Magic Way, Bldg. 500, Orlando, FL, 32809.

4. **Product Changes:** During the term of the contract, it is possible that product codes, formulations, etc. may change. It is the responsibility of the vendor awarded this contract to notify in writing, the authorized representative for Food and Nutrition Services a minimum of thirty (30) days in advance of the planned change. It will be necessary for Procurement Services to determine if this change is material to the item under contract. If in the opinion of Procurement Services Administrator, that the change is significant, the contract will be terminated for this item and it will be awarded to an alternate bidder - typically the next lowest bidder for this item based on the initial bid.
5. **Product Testing:** The District has made an effort to test a variety of products that meet product specifications. If a product awarded is found to be unsatisfactory district wide as shown by a decrease in sales or participation, then the District reserves the right to make changes as necessary.

Any untested products may undergo taste testing at designated schools located throughout the district. Special consideration of product will be determined by student taste profile. The vendor or manufacturer will be asked to provide samples at no cost to the District.

These new products will then be evaluated and tested for acceptance to purchase. All new products must be tested and approved by the Food and Nutrition Services Department.

6. **Buy American:** The stated policy and intent is that SBOC comply fully with USDA's "Buy American" Provision. It is essential that vendors and manufacturers are aware of and are in compliance with these requirements including provisions associated with proper labeling of Imported Products.
7. **Mono-Sodium Glutamate (MSG):** It is the intent of the SBOC to eliminate all products containing MSG. The district will not accept any products containing MSG.
8. **Peanuts and/or Peanut Products:** The District discourages the use of products that contain peanuts, peanut protein or peanut by products. Notification must be given on any products that contain peanuts or other tree nuts or in plants that also process these allergens. The district reserves the right to award items that contain peanuts, peanut protein or peanut by products. A complete, legible and accurate nutrient label for those items must be submitted with bid.
9. **Food Safety and Recalls:** Ensuring the safety of the food supply is critical to the school district. Vendors, manufacturers, distributors and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not.

Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the US Department of Agriculture and the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

- a. provide accurate and timely communication to the school district regarding a food recall
- b. ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner
- c. streamline the process for reimbursement for recalled product

A copy of the successful bidder's recall policy and procedures are to be submitted within 48 hours of request.

10. **Return of Discounts, Rebates and Credits:** SBOC shall ensure that the successful bidder fully discloses all discounts, rebates, allowances, and incentives received by the successful bidder from its suppliers. If the company receives a discount, rebate, allowance, or incentive from any supplier, the successful bidder must disclose and return to SBOC the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of SBOC. All discounts, rebates, allowances, and incentives must be returned to SBOC during a mutually agreed upon time frame that is beneficial to SBOC.
11. **Processing Commodity Contracts/Rebates:** In the event the United States Department of Agriculture donated commodity items or school rebates are available, the Board reserves the right to participate in a Commodity Processing Contract/Rebate Program. All rebate proceeds shall accrue to the Board.
12. **Reporting:** The successful bidder(s) will be responsible for providing a product usage report and a sales volume report for the entire school district to SBOC Food and Nutrition Services Department in Excel spreadsheet format by the 15<sup>th</sup> of each month for the previous month's deliveries, at year-end, and as may be requested from time-to-time by SBOC. The reports shall provide separate columns in the spreadsheet denoting item description, case weight and/or unit count, number of cases or unit purchased, unit cost per item, item source, markup price per item (if applicable), delivery site, date of delivery, and state of origin (including farm of origin if applicable). The usage report shall also indicate the product usage for each school site-by-site by unit as well as by dollars. All reports shall be maintained in an adequate computer database by the successful bidder(s). For emphasis, these reports must be submitted to SBOC in Excel spreadsheet format.

Quality control reports are an internal tool that the school managers use to communicate issues to the Food and Nutrition Services Department such as service, quality of product received, contamination problems, etc. Service related issues must be responded to in writing within seven days of notification.

13. **Independent Third Party Food Safety, Sanitation and Food Defense Audit:** Audit must be conducted yearly and a copy must be provided to the Food and Nutrition Services representative including all Corrective Action Reports. Vendor must maintain an 85% or higher average for the term of this contract. If the average falls below 85% during the duration of this bid, SBOC has the right to cancel this contact. A copy of your most current audit should be submitted with your bid or upon request.
14. **Nutritional Data Sheets:** Nutritional data sheets and/or Child Nutrition Labels are required for all awarded items within fifteen (15) days of award notification. Nutritional data sheets shall be forwarded to the Food and Nutrition Services Department, 6501 Magic Way, Bldg. 500, Orlando, FL 32809.
15. **Vendor Representative:** Bidder must indicate in the space provided on the Bid Price Sheet the name, address, and phone number of the vendor representative(s) who will be available upon request to help resolve billing and delivery problems. The person shall coordinate the ordering, pricing, delivery of all products to the school district, and interacting with individual school managers, District Food and Nutrition Staff, and vendor headquarters. This representative would also be responsible for attending an annual business review.
16. **Programming Participation and Support:** OCPS conducts a variety of fresh fruit and vegetables promotions, events, and/or activities, including, but not limited to, National School Lunch Week, and other Food and Nutrition Services Department special promotions. The successful bidder will be expected to enthusiastically cooperate with OCPS in supporting these special programs, events, and/or activities. Cooperation on behalf of the successful bidder will consist of providing OCPS staff with time, costumes, educational materials, product donations, and marketing/display materials on a request basis for these endeavors. Please indicate your commitment activity to these endeavors.
17. **Program Review:** The parties shall conduct, at minimum, semi-annual reviews to discuss and monitor the implementation of this program and evaluate ways of improving its day-to-day operation and achieving additional operational and cost efficiencies. Participants in such reviews shall include the Orange County School Food and Nutrition Services Director and/or Food and Nutrition Services, Procurement Administrator or Sr. Commodities Manager, with other representatives from the Vendor and/or Manufacturer. This may include representatives of the other participating School Districts as well.
18. **Cafeteria Produce Vendor Qualifications:**
  - a. The vendor shall have an appropriate business and/or occupational license. This license must be valid at the time of the bid opening, and remain valid throughout the duration of this bid. Also, include copies of USDA



and/or State of Florida Agricultural licenses with your bid response.

- b. The vendor must have a standardized method of good safe farming and production practices to demonstrate reasonable care has been taken for procurement of food.
- c. The vendor must have the ability to supply product, and deliver to at least half, if not all, 195 schools within the Orange County School District. The number of schools may increase during the contract term, and the selected vendor(s) will be required to service the new schools.
- d. The vendor must have the ability to communicate ordering, delivery and payment procedures as well as any changes that may occur.
- e. The vendor must provide appropriate packaging of the product(s) since packaging protects the integrity of the product(s).
- f. Vendor must have a minimum of three (3) years' experience in the sale and distribution of farm fresh produce.

## PART 2 - FARM TO SCHOOL

The specifications below only apply to the Farm to School Program

1. This Farm to School Produce Pilot will provide students access to local farmed produce in school cafeterias. This opportunity will allow students to gain knowledge of local farming and agriculture practices. Also, this opportunity will allow local farmers, or any entity partnering with local farmers to supply products directly to schools, market farmed grown produce and strengthen the local economy. The Central Kitchen will process fresh produce for three (3) smaller cafeterias in the District.
2. **Definitions**
  - a. **Farm to School** – Farm to School Programs connect school cafeterias and classrooms with local farms. Benefits to Farm to School programs are (1) the opportunity to serve locally grown products, (2) the promotion of healthy foods in K-12 school settings, (3) the opportunity to improve student nutrition through education about food and health, and (4) the opportunity to support local and regional farmers. Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The SBOC Food and Nutrition Services participates in the Farm to School program to encourage consumption of locally grown produce, to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy.
  - b. **Locally Grown** – Locally grown produce is defined as “seasonal produce grown in the State of Florida.”
  - c. **Certified Organic** – Certified Organic products must meet government requirements, and have the U.S. Department of Agriculture (USDA) organic seal. For a product to be certified organic, it’s required to meet specific standards listed below:
    - i. Organic crops cannot be grown with synthetic fertilizers, synthetic pesticides or sewage sludge.
    - ii. Organic crops cannot be genetically engineered or irradiated.
    - iii. Animals must eat only organically grown feed (without animal byproducts) and can’t be treated with synthetic hormones or antibiotics.
    - iv. Animals must have access to the outdoors, and ruminants (hoofed animals, including cows) must have access to pasture.
    - v. Animals cannot be cloned.

If you meet these requirements, please include certificate and indicate which crops are organic.

3. **Soliciting Costs Directly from Suppliers:** SBOC reserves the right to solicit product costs directly from local farmers and instruct the Contractor where to purchase products and what prices to pay.
4. **Pack Size Changes:** Changes in pack size will be allowed due to availability in the market with prior approval of the SBOC.
5. **Farm to School Vendor Qualifications:**
  - a. The vendor shall have an appropriate business and/or occupational license. This license must be valid at the time of the bid opening, and remain valid throughout the duration of this bid. Also, include copies of USDA and/or State of Florida Agricultural licenses with your bid response.
  - a. The vendor must have a standardized method of good safe farming and production practices to demonstrate reasonable care has been taken for procurement of food.
  - b. The vendor must have the ability to supply product, and deliver to one central kitchen.
  - c. The vendor must have the ability to communicate ordering, delivery and payment procedures as well as any changes that may occur.
  - d. The vendor must provide appropriate packaging of the product(s) since packaging protects the integrity of the product(s).
  - e. Vendor must have a minimum of one years’ experience in the sale of farm fresh produce.
  - f. The awarded vendor will need to ensure the following:

- i. The implementation of food safety/HACCP programs
  - ii. Third party audit inspections are completed per safe industry standards
  - iii. Fertilization and pest control schedules and products are recorded and maintained by specific growing field
- g. The awarded vendor is to assure that GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers.
- h. If a GAP letter is needed, contact the Florida Department of Agriculture (FDOA). See contact information below:

Florida Department of Agriculture and Consumer Services  
Division of Food, Nutrition and Wellness  
The Holland Building  
600 S. Calhoun St. (H2)  
Tallahassee, FL 32399  
1-800-504-6609  
(850) 617-7400

- i. Farm to School Education Participation  
The vendor is required to coordinate with the SBOC Food and Nutrition Services Department (FNS) a minimum of at least three onsite visits to a school to promote local farm products and play a role in educating students. This will be under the guidance of the FNS Nutrition Educator. This will occur annually while the contract is in effect.

**“NO BID” RESPONSE SUBMITTAL FORM**

If your company is not submitting a response to this Invitation to Bid, please complete and fax this form prior to the due date established in the soliciting document.

The School Board of Orange County, Florida  
Procurement Services  
**Attention: Jessica Graham**  
445 W. Amelia Street  
Orlando, Florida 32801  
Email: [Jessica.Graham@ocps.net](mailto:Jessica.Graham@ocps.net)

This information will assist Procurement Services in the preparation of future bids.

Bid #: **ITB1703170**, Title: **CAFETERIA PRODUCE**

Company Name: \_\_\_\_\_

Contact Person Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Please check reason for a “no bid”.

- Specifications “too tight”, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond
- Specifications unclear (explain below)
- Our company does not offer this product/service or an equivalent
- Our product schedule does not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to hold prices firm throughout the term of the contract period
- Unable to meet insurance requirements
- Other: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of Business Opportunity  
MWBE/LDB Participation Guidelines**

Bidder understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities or women-owned business enterprises (MWBE), ten percent (10%) to be provided by local developing businesses (LDB) and three (3%) percent to be provided by veteran business enterprises.

Accordingly, Bidder hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

Business with MWBE and/or LDB and/or VBE ownership: The amount of participation for this element where the company is certified by agencies accepted by the district, the total amount of the order shall be used as the amount of participation.

MWBE, LDB and VBE firms shall submit valid proof of certification with the bid. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Supplier Development Council (NMSDC/FMSDC) and the Women Business Enterprise National Council (WBENC). Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. Each VBE firm shall submit a valid VBE certification from the State of Florida or by the United States Department of Veterans Affairs through the Center of Verification and Evaluation (CVE). A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data. OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE, or LDB or VBE firm for purposes of this bid.

For clarification regarding the district's MWBE, LDB or VBE programs and/or for LDB certification, please contact The Office of Business Opportunity (407) 317- 3739 or visit the website at: <http://www.obo.ocps.net>  
Sub-contractor participation – Purchase of material and/or service obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate on the form.

**CERTIFICATE OF MINORITY/WOMEN PARTICIPATION**

Responsibility for determining MWBE, LDB and VBE participation by supplier shall be in the Office of Business Opportunity in submitting a proposal to provide supplies, equipment or services to the School District. Bidder must include with the proposal the CERTIFICATE OF MINORITY/WOMEN Ownership and/or LDB and/or VBE status from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Specialist in the Office of Business Opportunity for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

Bidder/supplier must demonstrate to the satisfaction of the Specialist, Office of Business Opportunity for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that Bidder/supplier is complying with the goals for MWBE, LDB and VBE participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may request an evaluation of Good Faith by the Office of Business Opportunity of the School District. The Specialist, Office of Business Opportunity will make an analysis to verify that the supplier has made diligent, good faith efforts to meet the goals for MWBE, LDB and VBE participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the MWBE, LDB and VBE Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATES OF MINORITY/WOMEN Ownership, or LDB or VBE status, if to do so would benefit the District in the increase of MWBE, LDB and VBE participation in contracts originating in the Procurement Services Department.

**Office of Business Opportunity**

**MWBE/LDB/VBE Subcontractor**

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB and VBE participation percentages, only those dollars awarded to certified MWBE, LDB and VBE vendors will be utilized. Monies contracted or subcontracted to MWBE, LDB and VBE vendors are included in the calculation. As a result, Bidders are asked to include certified MWBE, LDB and VBE subcontractor participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing Bidder's commitment to subcontract at least twelve percent (12%) of its business related to this solicitation to one or more MWBE and ten (10%) for one or more LDB Bidders and three (3%) for one or more VBE Bidders.

Overall percent of MWBE Sub-Contractor Participation expected:

Overall percent of LDB Sub-Contractor Participation expected:

Overall percent of VBE Sub-Contractor Participation expected:

Please complete the following table by indicating the name of the sub-contracting firm, whether or not the firm is an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the sub-contractor, anticipated dollar value, and the anticipated percent of the contract value.

<b>Sub-Contractor</b>	<b>MWBE and/or LDB and/or VBE</b>	<b>Type of Work/Material</b>	<b>\$ Value</b>	<b>% of Contract Value</b>

If Bidder has more than two MWBE, LDB and VBE vendors, Bidder should include information for additional MWBE and/or LDB and/or VBE vendors on an additional sheet of paper. Bidder agrees to supply subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title

## BIDDER'S EXPERIENCE/QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Bidder shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: \_\_\_\_\_ Years performing work specialty: \_\_\_\_\_  
Licenses currently valid and in force: \_\_\_\_\_
2. Bidder's Representative  
Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:  
Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Has Bidder been declared in default of any contract?  Yes  No
4. Has Bidder ever forfeited on any performance bond payment issued by a surety company on any contract?  
 Yes  No
5. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under?  Yes  No
6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  Yes  No
7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability?  Yes  No
8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?  Yes  No
9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

### Reference # 1

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

### Reference # 2

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

### Reference # 3

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**STATEMENT OF AFFIRMATION AND INTENT**

To: School Board of Orange County, Florida, Procurement Services

Solicitation: ITB1703170, Cafeteria Produce

The undersigned, hereinafter called Bidder, declares that the only persons, or parties interested in its bid submittal are those named herein, that this submittal is, in all respects, fair and without fraud, and that it is made without collusion with any other Bidder or employee of SBOC. Neither the Affiant nor Bidder have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with Bidder's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this ITB.

Bidder certifies and declares:

1. No Board Member, Director or any SBOC Employee directly or indirectly owns assets or capital stock of Bidder, nor will they directly or indirectly benefit by the profits or emoluments of the Agreement resulting from this ITB.
2. (Please check A or B, as appropriate.)
  - A. \_\_\_ There are no professional, business, or Familial Relationships between any SBOC Employee or Board Member and those employees of Bidder or Business Entity that are: (i) Principals of Bidder or Business Entity; (ii) Shareholders, partners, Business Associates, or joint venture partners or otherwise hold a Material Interest in Bidder or Business Entity; (iii) Preparing, submitting, or presenting Bidder or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for Bidder or Business Entity.  
or
  - B. \_\_\_ There are professional, business or Familial Relationships between any SBOC Employee or Board Member and those employees of Bidder or Business Entity that are: (i) Principals of Bidder or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in Bidder or Business Entity; (iii) Preparing, submitting or presenting Bidder or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for Bidder or Business Entity as described below:  
\_\_\_\_\_
  - C. No member of Bidder's ownership or management is presently applying for an employee position or actively seeking an elected position with SBOC. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify SBOC in writing.
  - D. Bidder has carefully examined the scope of services, instructions, terms, and conditions of this ITB and that Bidder's bid submittal is made according to the provisions of the ITB and that it will meet or exceed the scope of services, requirements, and standards contained in the ITB.

Failure to disclose a known relationship as described in paragraph 2 above may result in a bid being rejected as non-responsive. In the event the relationship is discovered after Bidder submits its bid, the relationship shall be disclosed and submitted to the SBOC Ethics Compliance Officer at the time of discovery. This form complies with Board Policy KCE. With respect to paragraph 2 hereof, the defined terms in this form shall have the same meanings as contained in Board Policy KCE.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with SBOC, Bidder offers and agrees that if this negotiation is accepted, it will convey, sell, assign, or transfer to SBOC 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 SBOC. At the SBOC's discretion, such assignment shall be made and become effective at the time SBOC tenders final payment to Bidder. The bid submittal constitutes a binding offer by Bidder to perform the services as stated in this ITB.

Bidder certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Orange County, Florida.

Bidder acknowledges and certifies that it is in receipt of, has reviewed, and is in agreement with all provisions of the Ethics and Lobbying Board Policy KCE, including, without limitation, all penalties for violation of said policy.

[www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206\\_26\\_12.pdf](http://www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206_26_12.pdf)

\_\_\_\_\_  
Corporate Name of Bidder (Typed) Address, City, Zip

\_\_\_\_\_  
Authorized Representative's Signature Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed Name of Authorized Representative



## DRUG-FREE WORKPLACE CERTIFICATION FORM

**IDENTICAL TIE BIDS** - In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid submittals, which are equal with respect to price, quality and service, are received 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 has 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 workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available 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 Bidder complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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

**Before Completing Certification, Read Instructions below**

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

_____	_____
Name	ITB # and Title
_____	_____
Name(s) and Title(s) of Authorized Representatives	Signature <span style="float: right;">Date</span>

**Instructions for Certification**

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

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(To be completed by each bidder)

Name of Bidder: \_\_\_\_\_

Identify state in which bidder has its principal place of business: \_\_\_\_\_

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which bidder has its principal place of business:

**NOTE:** Section 287.084(2), F.S. states that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

**LEGAL OPINION REGARDING STATE BIDDING PREFERENCES**

(To be completed by the Attorney for an Out of State Bidder, please select one)

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

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

**LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out of State Bidder, please select one)*

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

Bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Bidder's attorney: \_\_\_\_\_

Printed name of out of state Bidder's attorney: \_\_\_\_\_

Address of out of state Bidder's attorney: \_\_\_\_\_

Telephone number of out of state Bidder's attorney: \_\_\_\_\_

Email of out of state Bidder's attorney: \_\_\_\_\_

Attorney's state(s) of bar admission: \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT  
FOR  
CONFIDENTIAL MATERIALS**

Reference # \_\_\_\_\_

Return this form **ONLY** if confidential materials are being included in the submittal. Please read the section in the bid document to determine if this applies.

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Orange County, a political subdivision of the State of Florida ("SBOC"), and the above named Bidder (hereinafter the "Bidder"). SBOC and Bidder are collectively referred to as the "Parties" and may be referred to individually as a Party.

**RECITALS**

WHEREAS, Bidder possesses certain confidential trade secret materials that it wishes to disclose to SBOC for the purpose of responding to a solicitation or otherwise conducting business with SBOC; and

WHEREAS, SBOC desires to review such materials in order to evaluate SBOC's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with Bidder.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, SBOC and Bidder agree as follows:

1. **Confidential Materials** Bidder warrants and represents to SBOC that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), F.S., or financial statements required by SBOC for projects as defined in Section 119.071(1)(c), F.S.. Subject to the terms and conditions of this Agreement, SBOC agrees not to disclose such Confidential Materials to third parties.
2. **Additional Materials** During the course of the review or the business relationship with SBOC, Bidder may disclose additional confidential or trade secret information to SBOC in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to SBOC, and shall be subject to this Agreement and Section 812.081(2), F.S., only if written receipt is provided by SBOC acknowledging receipt of such materials.
3. **Exclusions** For purposes of this Agreement, the term "Confidential Materials" does not include the following:
  - (a) Information already known or independently developed by SBOC;
  - (b) Information in the public domain through no wrongful act of SBOC;
  - (c) Information received by SBOC from a third party who was legally free to disclose it;
  - (d) Information disclosed by Bidder to a third party without restriction on disclosure;
  - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119, F.S.; or
  - (f) Information that is disclosed with the prior written consent of Bidder, but only to the extent permitted by such consent.
4. **Non-Disclosure by Bidder** In the event that SBOC discloses confidential or trade secret information to Bidder, Bidder agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without SBOC's prior written consent. Further, upon conclusion of discussions or business transactions between SBOC and Bidder, or at any time upon request of SBOC, Bidder agrees to return such information (including any copies) to SBOC.
5. **Duty of Care** Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. **Limitations of Florida Law** Bidder understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119, F.S., and that SBOC's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Bidder to be confidential or a trade secret, SBOC may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g), F.S.. Bidder further understands that SBOC may be required to disclose such information if directed by a court of competent jurisdiction.

7. **Indemnification by Bidder** In the event of any litigation instituted by a third party to compel SBOC to disclose such materials, Bidder shall, at its sole cost and expense, provide assistance to SBOC in defending the denial of the records request, and shall hold SBOC harmless from any claim for statutory costs and attorney's fees arising from SBOC's refusal to disclose such materials.
8. **No Additional Obligations** This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. **Sovereign Immunity** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of SBOC beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall SBOC be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against SBOC, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. **Notice** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, Bidder designates the address set forth above as its place for receiving notice, and SBOC designates the following address for such notice:

The School Board of Orange County, Florida  
 Director, Purchasing and Contracting  
 445 W. Amelia Street  
 Orlando, FL 32801

The School Board of Orange County, Florida  
 Director, Facilities and Construction Contracting  
 6501 Magic Way, Building 101B  
 Orlando, FL 32809

11. **Governing Law** This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Orange County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.
12. Bidder and SBOC hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

**The School Board of Orange County, Florida**

**Bidder**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director, Purchasing and Contracting

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT  
FOR  
CONFIDENTIAL MATERIALS  
EXHIBIT A  
DESCRIPTION OF CONFIDENTIAL MATERIALS**

**EXHIBIT B**  
**List of Schools and Deliveries**

<b>SBOC Delivery Sites 2016-2017</b>						
	<b>School Name</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>Central Kitchen</b>	<b>Number of Deliveries Per Week</b>
1	Aloma Elementary	2949 Scarlet Road	Winter Park	32792		1
2	Andover Elementary	3100 Sanctuary Point Blvd.	Orlando	32825		1
3	Apopka Elementary	675 W. Old Dixie Hwy.	Apopka	32712		1
4	Arbor Ridge School (K-8)	2900 Logandale Drive	Orlando	32817		1
5	Audubon Park Elementary	1750 Common Way Road	Orlando	32814		1
6	Avalon Elementary	13500 Tanja King Blvd.	Orlando	32828		1
7	Azalea Park Elementary	1 Carol Avenue	Orlando	32807		1
8	Bay Lake Elementary	12005 Silverlake Park Dr.	Orlando	34786		1
9	Bay Meadows Elementary	9150 Apopka-Vineland Road	Orlando	32836		1
10	Blankner School (K-8)	2500 S. Mills Ave.	Orlando	32806		1
11	Bonnevillie Elementary	14700 Sussex Dr.	Orlando	32826		1
12	Brookshire Elementary	1500 Falcon Drive	Orlando	32803		1
13	Camelot Elementary	14501 Waterford Chase Pkwy.	Orlando	32828		1
14	Castle Creek Elementary	1245 N. Avalon Park Blvd.	Orlando	32828		1
15	Catalina Elementary	2448 29th Street	Orlando	32805		1
16	Cheney Elementary	2000 N. Forsyth Rd.	Orlando	32807		1
17	Cherokee Elementary	550 W. Eola Dr.	Orlando	32801		1
18	Chickasaw Elementary	6900 Autumnvale Dr.	Orlando	32822		1
19	Citrus Elementary	87 North Clarke Road	Ocoee	34761		1
20	Clarcona Elementary	8723 Hackney Prairie Road	Orlando	32818		1
21	Clay Springs Elementary	555 N. Wekiwa Springs Rd.	Apopka	32712		1
22	Columbia Elementary	18501 Cypress Lake Glen Blvd.	Orlando	32820		1
23	Conway Elementary	4100 Lake Margaret Dr.	Orlando	32812		1
24	Cypress Park Elementary	9601 11th Ave.	Orlando	32824		1
25	Cypress Springs Elementary	10401 Cypress Springs Pkwy., S.	Orlando	32825		1
26	Deerwood Elementary	1356 S. Econlockhatchee Tr.	Orlando	32825		1
27	Dillard St. Elementary	311 North Dillard Street	Winter	34787		1
28	Dommerich Elementary	1900 Choctaw Tr.	Maitland	32751		1
29	Dover Shores Elementary	1200 Gaston Foster Rd.	Orlando	32812		1
30	Dr. Phillips Elementary	6909 Dr. Phillips Blvd.	Orlando	32819		1
31	Dream Lake Elementary	500 N. Park Ave.	Apopka	32712		1
32	Durrance Elementary	8101 Benrus St.	Orlando	32827		1
33	Eagle Creek Elementary	10025 Eagle Creek Sanctuary	Orlando	32832		1
34	Eagle's Nest Elementary	5353 MetroWest Blvd.	Orlando	32811		1
35	East Lake Elementary	3971 North Tanner Rd.	Orlando	32826		1
36	Eccleston Elementary	1500 Aaron Ave.	Orlando	32811		1
37	Endeavor Elementary	13501 Balcombe Road	Orlando	32837		1
38	Engelwood Elementary	900 Engel Dr.	Orlando	32807		1
39	Fern Creek Elementary	1121 N. Ferncreek Ave.	Orlando	32803		1
40	Forsyth Woods Elementary	6651 Curtis Street	Orlando	32807		1
41	Frangus Elementary	380 Killington Way	Orlando	32835		1
42	Grand Ave. Primary Center	800 W. Grand St.	Orlando	32805		1
43	Hiawassee Elementary	6800 Hennepin Blvd.	Orlando	32818		1
44	Hidden Oaks Elementary	9051 Suburban Dr.	Orlando	32829		1
45	Hillcrest Elementary	1010 E. Concord St.	Orlando	32803		1
46	Hungerford Elementary	230 College Ave.	Maitland	32751		1
47	Hunter's Creek Elementary	4650 Town Center Blvd.	Orlando	32837		1
48	Ivey Lane Elementary	209 Silverton St.	Orlando	32811		1
49	John Young Elementary	12550 Marsfield Ave.	Orlando	32837		1
50	Kaley Elementary	1600 E. Kaley St.	Orlando	32806		1
51	Keene's Crossing Elementary	5240 Keene's Pheasant Dr.	Windermere	34786		1
52	Killarney Elementary	2401 Wellington Blvd.	Winter Park	32789		1
53	Lake Como Elementary	901 S. Bumby Ave.	Orlando	32806		1
54	Lake Gem Elementary	4801 Bloodhound St.	Orlando	32818		1
55	Lake George Elementary	4101 Gatlin Ave.	Orlando	32812		1
56	Lake Silver Elementary	2401 N. Rio Grande Ave.	Orlando	32804		1

**SBOC Delivery Sites 2016-2017**

	<b>School Name</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>Central Kitchen</b>	<b>Number of DeliveriesPer Week</b>
57	Lake Sybelia Elementary	600 Sandspur Rd.	Maitland	32751		1
58	Lake Weston Elementary	3607 Damon Road	Apopka	32703		1
59	Lake Whitney Elementary	1351 Windermere Road	Winter	34787		1
60	Lakemont Elementary	901 N. Lakemont Ave.	Winter Park	32792		1
61	Lakeville Elementary	2015 Lakeville Rd.	Apopka	32703		1
62	Lancaster Elementary	6700 Sheryl Ann Dr.	Orlando	32809		1
63	Lawton Chiles Elementary	11001 Bloomfield Drive	Orlando	32825		1
64	Little River Elementary	100 Caswell Dr.	Orlando	32825		1
65	Lockhart Elementary	7500 Edgewater Dr.	Orlando	32810		1
66	Lovell Elementary	800 N. Wells Street	Apopka	32712		1
67	Magnolia Elementary	1900 Matterhorn Rd	Orlando	32818		1
68	Maxey Elementary	1100 E. Maple St.	Winter	34787		1
69	McCoy Elementary	5225 S. Semoran Blvd.	Orlando	32822		1
70	Meadow Woods Elementary	500 Rhode Island Woods Cir.	Orlando	32824		1
71	MetroWest Elementary	1801 Lake Vilma Dr.	Orlando	32835		1
72	Millennia Elementary	5301 Cypress Creek Blvd.	Orlando	32811		1
73	Millennia Gardens Elementary	3525 Gardens Ridge Way	Orlando	32839		1
74	Mollie Ray Elementary	2000 Beecher St.	Orlando	32808		1
75	Moss Park Elementary	9301 North Shore Golf Club	Orlando	32832		1
76	NorthLake Park Community	9055 NorthLake Parkway	Orlando	32827		1
77	Oak Hill Elementary	11 S. Hiawassee Rd.	Orlando	32835		1
78	Oakshire Elementary	14501 Oakshire Boulevard	Orlando	32824		1
79	Ocoee Elementary	400 S. Lakewood Ave.	Ocoee	34761		1
80	Orange Center Elementary	621 S. Texas Ave.	Orlando	32805		1
81	Orlo Vista Elementary	3 N. Hastings St.	Orlando	32835		1
82	Palm Lake Elementary	8000 Pin Oak Dr.	Orlando	32819		1
83	Palmetto Elementary	2015 Duskin Ave.	Orlando	32839		1
84	Pershing Elementary	1800 Pershing Ave.	Orlando	32806		1
85	Pinar Elementary	3701 Anthony Lane	Orlando	32822		1
86	Pine Castle Elementary	905 Waltham Ave.	Orlando	32809		1
87	Pine Hills Elementary	1006 Ferndell Rd.	Orlando	32808		1
88	Pineloch Elementary	3101 Woods Ave.	Orlando	32805		1
89	Pinewood Elementary	3005 N. Apopka Vineland Rd.	Orlando	32818		1
90	Princeton Elementary	311 W. Princeton St.	Orlando	32804		1
91	Ridgewood Park Elementary	3401 Pioneer Road	Orlando	32808		1
92	Riverdale Elementary	11301 Lokanotosa Tr.	Orlando	32817		1
93	Riverside Elementary	3125 Pembroke Dr.	Orlando	32810		1
94	Rock Lake Elementary	408 N. Tampa Ave.	Orlando	32805		1
95	Rock Springs Elementary	2400 Rock Springs Rd.	Apopka	32712		1
96	Rolling Hills Elementary	4903 Donovan St.	Orlando	32808		1
97	Rosemont Elementary	4650 Point Look Out Road	Orlando	32808		1
98	Sadler Elementary	4000 W. Oak Ridge Road	Orlando	32809		1
99	Sand Lake Elementary	8301 Buena Vista Woods Blvd.	Orlando	32836		1
100	Shenandoah Elementary	4827 S. Conway Rd.	Orlando	32812		1
101	Shingle Creek Elementary	5620 Harcourt Ave.	Orlando	32839		1
102	Southwood Elementary	12600 Bisted Drive	Orlando	32824		1
103	Spring Lake Elementary	1105 Sarah Lee Lane	Ocoee	34761		1
104	Stone Lakes Elementary	15200 Stoneybrook Blvd.	Orlando	32828		1
105	Sun Blaze Elementary	9101 Randal Park Blvd.	Orlando	32832		1
106	Sunridge Elementary	14455 SunRidge Blvd.	Winter	34787		1
107	Sunrise Elementary	101 Lone Palm Road	Orlando	32828		1
108	Sunset Park Elementary	12050 Overstreet Rd.	Windermere	34786		1
109	Tangelo Park Elementary	5115 Anzio St.	Orlando	32819		1
110	Thornebrooke Elementary	601 Thornebrooke Drive	Ocoee	34761		1
111	Three Points Elementary	4001 S. Goldenrod Rd.	Orlando	32822		1
112	Tildenville Elementary	1221 Brick Road	Winter	34787		1
113	Timber Lakes Elementary	2149 Crown Hill Blvd.	Orlando	32828		1
114	Union Park Elementary	1600 N. Dean Rd.	Orlando	32825		1
115	Ventura Elementary	4400 Woodgate Blvd.	Orlando	32822		1
116	Vista Lakes Elementary	6050 Lake Champlain Drive	Orlando	32829		1



**SBOC Delivery Sites 2016-2017**

	School Name	Address	City	Zip	Central Kitchen	Number of DeliveriesPer Week
117	Washington Shores Elementary	944 W. Lake Mann Dr.	Orlando	32806		1
118	Washington Shores Primary	2500 Bruton Blvd.	Orlando	32811		1
119	Waterbridge Elementary	11100 Galvin Dr.	Orlando	32837		1
120	Waterford Elementary	12950 Lake Underhill Rd.	Orlando	32828		1
121	Wedgfield School	3835 Bancroft Blvd.	Orlando	32833		1
122	Westbrooke Elementary	500 Tomynd Blvd.	Ocoee	34761		1
123	West Creek Elementary	5056 Tacon Drive	Orlando	32837		1
124	West Oaks Elementary	905 Dorscher Rd.	Orlando	32818		1
125	Wetherbee Elementary	701 E. Wetherbee Road	Orlando	32824		1
126	Wheatley Elementary	1475 Marvin C. Zanders Ave.	Apopka	32703		1
127	Whispering Oak Elementary	15300 Stonybrook West Pkwy.	Winter	34787		1
128	Windermere Elementary	11125 Park Ave.	Windermere	34786		1
129	Windy Ridge School (K-8)	3900 Beech Tree Dr.	Orlando	32835		1
130	Winegard Elementary	7055 Winegard Rd.	Orlando	32809		1
131	Wolf Lake Elementary	1771 W. Ponkan Road	Apopka	32712		1
132	Wyndham Lakes Elementary	14360 Wyndham Lakes Blvd.	Orlando	32824		1
133	Zellwood Elementary	3551 N. Washington St.	Zellwood	32798		1
134	Apopka Middle	425 N. Park Ave.	Apopka	32712		2
135	Avalon Middle	13914 Mailor Blvd.	Orlando	32828		2
136	Bridgewater Middle	5600 Tiny Rd.	Winter	34787		2
137	Carver Middle	4500 W. Columbia St.	Orlando	32811		2
138	Chain of Lakes Middle	8700 Conroy-Windermere Rd.	Orlando	32835		2
139	Conway Middle	4600 Anderson Rd.	Orlando	32812		2
140	Corner Lake Middle	1700 Chuluota Rd.	Orlando	32820		2
141	Discovery Middle	601 Woodbury Rd.	Orlando	32828		2
142	Freedom Middle	2850 Taft-Vineland Rd.	Orlando	32837		2
143	Glenridge Middle	2900 Upper Park Rd.	Orlando	32814		2
144	Gotha Middle	9155 Gotha Road	Windermere	34786		2
145	Howard Middle	800 E. Robinson St.	Orlando	32801		2
146	Hunter's Creek Middle	13400 Town Loop Blvd.	Orlando	32837		2
147	Lake Nona Middle	13700 Narcoossee Road	Orlando	32832		2
148	Lakeview Middle	1200 W. Bay St.	Winter	34787		2
149	Lee Middle	1201 Maury Rd.	Orlando	32804		2
150	Legacy Middle	11398 Lake Underhill Rd.	Orlando	32825		2
151	Liberty Middle	3405 S. Chickasaw Tr.	Orlando	32829		2
152	Lockhart Middle	3411 Doctor Love Rd.	Orlando	32810		2
153	Maitland Middle	1901 Choctaw Tr.	Maitland	32751		2
154	Meadow Woods Middle	1800 Rhode Island Woods Cir.	Orlando	32824		2
155	Meadowbrook Middle	6000 North Ln.	Orlando	32808		2
156	Memorial Middle	2220 W. 29th St.	Orlando	32805		2
157	Ocoee Middle	300 S. Bluford Ave.	Ocoee	34761		2
158	Odyssey Middle	9290 Lee Vista Blvd.	Orlando	32829		2
159	Piedmont Lakes Middle	2601 Lakeville Rd.	Apopka	32703		2
160	Robinswood Middle	6305 Balboa Dr.	Orlando	32818		2
161	South Creek Middle	3801 East Wetherbee Road	Orlando	32824		2
162	Southwest Middle	6450 Dr. Phillips Blvd.	Orlando	32819		2
163	Stonewall Jackson Middle	6000 Stonewall Jackson Rd.	Orlando	32807		2
164	Sunridge Middle	14955 SunRidge Blvd.	Winter	34787		2
165	Union Park Middle	1844 Westfall Dr.	Orlando	32817		2
166	Walker Middle	150 Amidon Ln.	Orlando	32809		2
167	Westridge Middle	3800 W. Oak Ridge Rd.	Orlando	32809		2
168	Wolf Lake Middle	1725 W. Ponkan Road	Apopka	32712		2
169	Apopka High	555 Martin St.	Apopka	32712		2
170	Boone High	1000 E. Kaley Street	Orlando	32806		2
171	Colonial 9th Grade Center	7775 Valencia College Lane	Orlando	32807		2
172	Colonial High	6100 Oleander Dr.	Orlando	32807		2
173	Cypress Creek High	1101 Bear Crossing Dr.	Orlando	32824		2
174	Dr. Phillips High	6500 Turkey Lake Rd.	Orlando	32819		2
175	East River High	654 Columbia School Rd.	Orlando	32833		2
176	Edgewater High	3100 Edgewater Dr.	Orlando	32804	X	2
177	Evans High	4949 Silver Star Rd.	Orlando	32808		2
178	Freedom High	2500 W. Taft-Vineland Rd.	Orlando	32837		2

**SBOC Delivery Sites 2016-2017**

	<b>School Name</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>Central Kitchen</b>	<b>Number of DeliveriesPer Week</b>
179	Jones High	801 S. Rio Grande Ave.	Orlando	32805		2
180	Lake Nona High	12500 Narcoossee Road	Orlando	32832		2
181	Oak Ridge High	700 W. Oak Ridge Road	Orlando	32809	X	2
182	Ocoee High	1925 Ocoee Crown Point	Ocoee	34761	X	2
183	Olympia High	4301 S. Apopka Vineland Rd.	Orlando	32835		2
184	Timber Creek High	1001 Avalon Park Blvd. South	Orlando	32828		2
185	University High	2450 Cougar Way	Orlando	32817		2
186	Wekiva High School	2501 N. Hiawassee Rd.	Apopka	32703		2
187	West Orange High	1625 S. Beulah Rd.	Winter	34787		2
188	Winter Park 9th Grade	528 Huntington Ave.	Winter Park	32789		2
189	Winter Park High	2100 Summerfield Rd.	Winter Park	32792	X	2
190	Acceleration Academy	2274 S. Semoran Blvd.	Orlando	32822		1
191	Acceleration Academy West	2751 Lake Stanley Rd.	Orlando	32818		1

EXHIBIT C  
Company Profile

<b>Business Location &amp; Farm Location (s):</b>
<u>Business Address:</u>
<u>Farm Address:</u>

<b>Contact Person:</b> Provide the name, title, address and telephone number of the primary contact person
<u>Name:</u>
<u>Title:</u>
<u>Address:</u>
<u>Work Phone Number:</u>
<u>Cell Phone Number:</u>
<u>Email:</u>

<b>Delivery Vehicle Information:</b> Vehicles must meet requirements listed in the scope of services			
<b>Vehicle 1</b>	Year:	Make:	Model:
<b>Vehicle 2</b>	Year:	Make:	Model:
<b>Vehicle 3</b>	Year:	Make:	Model:
<b>Vehicle 4</b>	Year:	Make:	Model:
<b>Vehicle 5</b>	Year:	Make:	Model:
<b>Vehicle 6</b>	Year:	Make:	Model:
All vehicles maintain at least a 45 degree temperature when delivering product			<input type="checkbox"/> Yes <input type="checkbox"/> No

(Use additional sheets as necessary)

EXHIBIT D  
Farm Food Safety Checklist

This checklist is **ONLY** for bidders that submit pricing for Farm to School.

Name: \_\_\_\_\_ Farm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Other schools or local customers and contact information: \_\_\_\_\_

Number of acres farmed: \_\_\_\_\_

Is the facility licensed and inspected to process products?    YES    NO    N/A

Are you available to visit school (s) and talk with students about how your product is grown?    YES    NO

Is your farm available for student field trips?    YES    NO

*The following checklist is meant to facilitate communication between farmers and school food service directors (FSDs), and give FSDs background knowledge on the farms they may be purchasing from. Checking "no" on a given question does not penalize you and will not necessarily prohibit you from selling to schools.*

Production Practices	Yes	No	N/A
What water sources are used for irrigation? (check all that apply): ___ Well ___ Municipal ___ Pond ___ Stream ___ Other			
What water sources are used for washing products (check all that apply): ___ Well ___ Municipal ___ Pond ___ Stream ___ Other			
Are wells protected from contamination? (e.g. wells are sealed, covered, secured, etc).			
Please list the date of the most recent well water test _____			
Are farm livestock and other wild animals restricted from growing areas			
Are portable toilets and/or restrooms available to staff on the farm?			
Is land use history available to determine risk of product or soil contamination			
Is field currently exposed to runoff from animal confinement or grazing areas?			
Is land that is frequently flooded used to grow field crops (if answered yes, please proceed to the next question)			
Are coliform tests conducted on soil in frequently flooded land? If yes, what are the results?			
Is raw manure incorporated at least 2 weeks prior to planting and/or at least 120 days prior to harvest?			
Is manure application schedule documented?			
What types of manure are used? Raw manure ___ Composted ___ Aged ___			

<b>Product Handling</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Are storage and packaging facilities separated from growing areas			
Is there a risk of contamination with manure after harvest?			
Are harvesting baskets, totes or other containers kept covered and cleaned/ sanitized before (and in between harvest) use and stored in areas protected from pets, livestock, wild animals and other contaminants			
Is harvesting equipment/machinery that comes in contact with products kept as clean as possible?			
Is potable water used to wash products?			
Is product protected as it travels from field to packing facility?			
Are new packaging crates, totes, boxes used each time?			
Are packing materials stored in areas protected from pets, livestock, wild animals or other contaminants?			
Are temperature logs for coolers and refrigerators maintained?			
<b>Transportation</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is product carefully loaded and stored to minimize physical damage and risk of contamination?			
Is transport vehicle well-maintained and clean?			
Is transport vehicle designated for delivering food products only? If no, is the vehicle properly cleaner prior to loading of food products?			
Are products kept at appropriate temperature during transport? (e.e. cold product muse be held at <41° Fahrenheit)			
<b>Facilities</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Storage and packing facilities are separated from growing areas by about: ___ Less than 25 ft ___ 25-50 ft ___ 50-100 ft ___ Greater than 100 ft			
Is storage off of the floor or ground?			
Are pacing areas kept enclosed from overhead contamination?			
Are surfaces that come in contact with food regularly washed, rinsed with potable water and sanitized?			
Are appropriate packing materials used?			
Do workers have access to toilets and hand washing stations with proper supplies?			
Are toilets and hand washing stations regularly services?			
Is a pest control program in place?			

Worker Health and Hygiene	Yes	No	N/A
Are workers trained about hygiene practices and sanitation?			
Are signs posted to reinforce hygiene practices?			
Are smoking and eating confined to designated areas separate from product handling?			
Are workers instructed not to work if they exhibit signs of infection (e.g. fever, diarrhea, etc.)			
<b>Do workers practice good hygiene by:</b>			
Wearing clean clothing and shoes as appropriate for conditions?			
Changing aprons and gloves as needed			
Washing hands as required?			
Covering open wounds with clean bandage?			
Limited bare hand contact with fresh produce			
Other	Yes	No	N/A
Are pesticides used? If yes, please elaborate:			
Are herbicides used? If yes, please elaborate:			
Other notes/comments/explanations:			

I confirm that the information provided above is accurate to the best of my knowledge

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by School Food Service Authority

School Food Authority (printed): \_\_\_\_\_ Date: \_\_\_\_\_

School Food Authority's School District: \_\_\_\_\_

School Food Authority Contact Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_



**Orange County Public Schools  
Bid Price Sheet**

**ITB1703170, Cafeteria Produce**

	Description	Est. Qty (a)	Unit of Measure	Unit Price (b)	Delivery Fee (c)	Total Food Price (d) (b+c)	Bid Price (a*d)
<b>Lot 1: Cafeteria Produce</b>							
1	Apples Golden Delicious. Firm U.S. Fancy or better <b>Pack: 125 per case.</b>	3,500	Case	\$	\$	\$	\$
2	Apples Granny Smith. Firm U.S. Fancy or better <b>Pack: 88 per case.</b>	2,600	Case	\$	\$	\$	\$
3	Apples Red Delicious. Firm U.S. Fancy or better <b>Pack: 125 per case.</b>	12,160	Case	\$	\$	\$	\$
4	Bananas Standard: Dole or approved equivalent. <b>Pack: 100 per case.</b>	4,333	Case	\$	\$	\$	\$
5	Bananas, Petite Standard: Dole or approved equivalent. <b>Pack: 150 per case.</b>	12,000	Case	\$	\$	\$	\$
6	Broccoli Florets, Clean and cut 1-1 1/2 inch broccoli florets with stem. Product shall be fresh and free from wilt. It shall be dark green, crisp with compact cluster of small flower buds. No yellow color visible. U.S. #1 <b>Pack: 4/3# bags/case .</b>	1,700	Case	\$	\$	\$	\$
7	Cantaloupe Melon, Cantaloupes, U.S. #1 Size: 12 count per standard crate. May purchase individually <b>Pack: 12 ct per crate.</b>	30	Case	\$	\$	\$	\$
8	Carrots Mini (baby), Miniature crisp carrots, washed, peeled and packed in 4/5 pound bags. Baby carrots should be no more than two inches long and 1/2 inch in diameter. U.S. #1 <b>Pack: 4/5# bags.</b>	2,500	Case	\$	\$	\$	\$
9	Carrots Mini (baby), Miniature crisp carrots, washed, peeled and packed in 1 oz bags. Baby carrots should be no more than two inches long and 1/2 inch in diameter. U.S. #1 <b>Pack: 100/2 oz.</b>	2,800	Case	\$	\$	\$	\$

Description		Est. Qty (a)	Unit of Measure	Unit Price (b)	Delivery Fee (c)	Total Food Price (d) (b+c)	Bid Price (a*d)
10	Carrots, Shredded. Clean and washed carrots, shredded. Crisp and bright color, not dried out. <b>Pack: 4/5# bags per case.</b>	10	Case	\$	\$	\$	\$
11	Celery sticks. Celery sticks shall be made from washed U.S. #1 celery. Celery sticks should be crisp and moist. The sticks shall be vacuum packed in breathable bags. The celery shall be cut into pieces of approximately 3 inches. The products shall be from tough strings, discoloration, leaves, small branched ends and free of moisture. <b>Pack: 5# bags.</b>	1,000	Case	\$	\$	\$	\$
12	Cucumbers, U.S. #1, small or U.S. Fancy. Fresh (washing, slicing type). Small size 1 1/2 inches to 2 inches diameter. <b>Pack: 5# bag.</b>	300	Case	\$	\$	\$	\$
13	Grapes. Firm, tender, sweet, U.S. #1. Style: Seedless. Color: Green/White to Light or Red Grapes	2,000	Case	\$	\$	\$	\$
14	Honeydew Melon, cut U.S. #1. Size 6 counts per case. May purchase individually. <b>Pack: 6 per case.</b>	35	Case	\$	\$	\$	\$
15	Kiwi. Fresh kiwi fruit. U.S. #1 or better. Firm, ripe, mildly flavored. Packed 36 per tray. Each kiwi should yield 1.2 cup portion for the school lunch program. May purchase individually. <b>Pack 36 per tray/case</b>	1,100	Case	\$	\$	\$	\$
16	Lettuce Shredded. The mixture shall contain high quality iceberg lettuce. The produce shall be clean, ready to eat, free of bruised and brown leaves, spun dried. Product to be packed in breathable bags that are heat sealed with date of packaging date printed on each bag. Product should have a minimum 16 days shelf life from date of manufacturer. No sulfite agents or preservatives to be added. Fresh Express or equivalent. <b>Pack: 4/5# bags per case</b>	6,500	Case	\$	\$	\$	\$



	Description	Est. Qty (a)	Unit of Measure	Unit Price (b)	Delivery Fee (c)	Total Food Price (d) (b+c)	Bid Price (a*d)
17	Onions Diced. Clean, peeled, diced white onions. <b>Pack: 4/5# bags per case</b>	500	Case	\$	\$	\$	\$
18	Onions Green. Green, Globe shape. U.S. #1 <b>Pack: 6 per bunch.</b>	1,500	Bunch	\$	\$	\$	\$
19	Onions, Sliced. Clean, peeled, sliced white onions. <b>Pack: 4/5# bags per case</b>	500	Case	\$	\$	\$	\$
20	Oranges. U.S. #1 Fancy or better. Variety: Valencia, Navel, California or Florida Satsuma. <b>Pack: 138 per case</b>	35,000	Case	\$	\$	\$	\$
21	Parsley. Fresh, curly. U.S. #1. Approx. 4 oz. <b>Pack: Bunch</b>	1	Case	\$	\$	\$	\$
22	Peaches. 150 counts, Free Stone (in season) Peaches, U.S. #1. <b>Pack: 150 per case</b>	3,000	Case	\$	\$	\$	\$
23	Pears. 150 count, Anjou or Bartlett (in season) pears. U.S. #1 <b>Pack: 150 per case</b>	3,000	Case	\$	\$	\$	\$
24	Peppers, Green. U.S. #1, Green, fresh. Bell style, 2 3/4 inches diameter minimum. <b>Pack: Pound</b>	350	Pound	\$	\$	\$	\$
25	Peppers, Red. U.S. #1 Red, fresh. Bell style, 2 3/4 inches diameter minimum. <b>Pack: Pound</b>	250	Pound	\$	\$	\$	\$
26	Peppers, Yellow. U.S. #1, Yellow, fresh. Bell style, 2 3/4 inches diameter minimum. <b>Pack: Pound</b>	5	Pound	\$	\$	\$	\$
27	Plums. 150 counts, (in season) purple plums, U.S. #1. <b>Pack: 28 pounds per case</b>	500	Case	\$	\$	\$	\$
28	Red Onions. Red, Globe shape. U.S. #1. <b>Pack: purchased by pound</b>	250	Pound	\$	\$	\$	\$
29	Salad Mix w/ color. 4/5# cases. Mix w/ carrots and red cabbage	6,000	Case	\$	\$	\$	\$
30	Slaw Mix Dry. Shredded white cabbage blended with carrots, red cabbage. Packed and ready to mix with Cole slaw dressing. Thirty day shelf life. <b>Pack: 4/5# case</b>	1,400	Case	\$	\$	\$	\$
31	Spinach. Fresh (washed). Trimmed and cleaned, packed in cellophane bags. U.S. #1. <b>Pack: 10 oz per bag. Purchased by bag</b>	1,000	Bags	\$	\$	\$	\$

Description		Est. Qty (a)	Unit of Measure	Unit Price (b)	Delivery Fee (c)	Total Food Price (d) (b+c)	Bid Price (a*d)
32	Strawberries. Fresh (California preferred). U.S. #1. In season only. <b>Pack: 12 pints to a flat</b>	5,000	Flat	\$	\$	\$	\$
33	Tangerines. U.S. #1, size 2 1/2" diameters. <b>Pack: 100-120 ct per case-purchased by case</b>	1,600	Case	\$	\$	\$	\$
35	Tomatoes. U.S. #1. Color: light red. Size large. Fresh lobe. Domestic preferred. <b>Pack: 25 pound boxes</b>	90	Case	\$	\$	\$	\$
35	Tomatoes, Grape Cherry. Fresh. Color: light red, firm ripe. U.S. #1. Domestic preferred. <b>Pack: 20 pound per case</b>	150	Case	\$	\$	\$	\$
36	Tomatoes, Diced. Fresh. Color: light red, firm ripe, diced 1/4 inch cubes. U.S. #1. Domestic preferred. <b>Pack: 4/5# bags per case</b>	5,000	Case	\$	\$	\$	\$
37	<b>Commodity Processed Peterson Farms</b> Pre-packaged sliced apples "Fresh Apples, Ascorbic Acid (Vitamin C) to promote whiteness and Calcium to maintain texture." Firm U.S. Fancy or better. Firm, U.S. Fancy or better. <b>Pack: 100/2 oz bags per case</b>	32,000	Case	\$	\$	\$	\$
38	Pre-packaged Seedless Grapes. Grapes Red Seedless, fresh with firm texture; refrigerated, washed, individually wrapped; 2 oz per package. <b>Pack: 100/2 oz bags per case</b>	1,500	Case	\$	\$	\$	\$
<b>Total All or None Lot 1</b>							\$

Description	Est. Qty (a)	Unit of Measure	Unit Price (b)	Delivery Fee (c)	Total Food Price (d) (b+c)	Bid Price (a*d)
<b>Lot II: Fresh Fruits Vegetable Program</b>						
This produce is part of a USDA Grant, called the Fresh Fruit and Vegetable Program. Funds are to be used to teach students about fresh produce and encourage tasting. Most items are ordered proportioned and about a 2 oz. serving. Whole produce is served such as plums, tangerines, apricots, and pears. Items may be added throughout the year. Variety is encouraged.						
Apples Golden Del. 125 ct/cs	20	Case	\$	\$	\$	\$
Apples, Granny Smith 125 ct/cs	50	Case	\$	\$	\$	\$
Apples, Red Del. 125 ct.	50	Case	\$	\$	\$	\$
Apples, Sliced Red 100/2oz	600	Case	\$	\$	\$	\$
Apricots; 88ct/cs	50	Case	\$	\$	\$	\$
Bananas, #1 (453.6g); 1 small banana = 101g	250	Case	\$	\$	\$	\$
Broccoli 100/2oz	300	Case	\$	\$	\$	\$
Broccoli/Cauliflower 100/2oz	50	Case	\$	\$	\$	\$
Cantaloupes 100/2oz	250	Case	\$	\$	\$	\$
Carrot/Celery Mix 100/2oz	200	Case	\$	\$	\$	\$
Carrot, Coins 100/2oz	50	Case	\$	\$	\$	\$
Cauliflower Florets 100/2oz	150	Case	\$	\$	\$	\$
Celery, Matchstick 100/2oz	100	Case	\$	\$	\$	\$
Corn, Sweet, Cobbette 80ct	100	Case	\$	\$	\$	\$
Cucumber Slices 100/2oz	250	Case	\$	\$	\$	\$
Edamame, Shelled 100/2oz	100	Case	\$	\$	\$	\$
Fruit Mix 12/4oz	600	Case	\$	\$	\$	\$
Grapefruit Slices 100/2oz	300	Case	\$	\$	\$	\$
Grapes/ Red 100/ 2oz	500	Case	\$	\$	\$	\$
Guava 100/2oz	50	Case	\$	\$	\$	\$
Grapes, Green Seedless 100/2oz	100	Case	\$	\$	\$	\$
Honeydew Cubed 100/2oz	300	Case	\$	\$	\$	\$
Jicama Sticks 100/2oz	100	Case	\$	\$	\$	\$

Kiwi ~55/cs	350	Case	\$	\$	\$	\$
Mango Slices 96/2oz	200	Case	\$	\$	\$	\$
Melon Medley 12/4oz	600	Case	\$	\$	\$	\$
Nectarines 90ct/cs	150	Case	\$	\$	\$	\$
Oranges, Whole ~100 ct/cs	50	Case	\$	\$	\$	\$
Orange Slices; 100/2oz	200	Case	\$	\$	\$	\$
Papaya Chunks 100/2oz	150	Case	\$	\$	\$	\$
Peaches ~90 ct/cs	200	Case	\$	\$	\$	\$
Pears, 135ct/cs	350	Case	\$	\$	\$	\$
Peppers, Red/Green 100/2oz	125	Case	\$	\$	\$	\$
Pineapple, Chunks 100/2oz	500	Case	\$	\$	\$	\$
Plums, Black/red 135 ct	250	Case	\$	\$	\$	\$
Snap Peas, Sugar 100/2oz	150	Case	\$	\$	\$	\$
Squash, Zucchini 100/2oz	300	Case	\$	\$	\$	\$
Starfruit 100/2oz	100	Case	\$	\$	\$	\$
Strawberries 8/1# ~90 svg/cs	300	Case	\$	\$	\$	\$
Tangerines 120 ct	350	Case	\$	\$	\$	\$
Tomatoes, Grape 100/2oz	200	Case	\$	\$	\$	\$
Watermelon Chunks 12/4oz	1100	Case	\$	\$	\$	\$
Ranch Lite 100/1oz	1000	Case	\$	\$	\$	\$
<b>Total All or None Lot 2</b>						\$

Description		Est. Qty (a)	Unit Price (b)	Delivery Fee (c)	Total Food Price (d)	Bid Price (a*d)
<b>Lot III: Farm to School Produce Pilot</b>						
<b>Interested Bidders:</b> Please include a unit price and the delivery fee (if applicable) for all items that can be supplied to SBOC.						
1	<b>Celery, bunches</b> How do items come packaged? _____ When is the item in season? _____	599	\$	\$	\$	\$
2	<b>Cucumber, 6" minimum, first quality</b> How do items come packaged? _____ When is the item in season? _____	374	\$	\$	\$	\$
3	<b>Cucumber, 6" minimum, 50 lbs./case, first quality</b> How do items come packaged? _____ When is the item in season? _____	765	\$	\$	\$	\$
4	<b>Green Beans, snipped, 20 lbs./case</b> How do items come packaged? _____ When is the item in season? _____	765	\$	\$	\$	\$
5	<b>Lettuce, green leaf, 24 count/case</b> How do items come packaged? _____ When is the item in season? _____	632	\$	\$	\$	\$

Description		Est. Qty (a)	Unit Price (b)	Delivery Fee (c)	Total Food Price (d)	Bid Price (a*d)
6	<b>Peppers, green, large, minimum 2 1/2", U.S. Grade No. 1</b> How do items come packaged? _____ When is the item in season? _____	288	\$	\$	\$	\$
7	<b>Peppers, red bell, U.S. Grade No. 1</b> How do items come packaged? _____ When is the item in season? _____	288	\$	\$	\$	\$
8	<b>Radishes, 12 count/2 lbs. bags/case</b> How do items come packaged? _____ When is the item in season? _____	146	\$	\$	\$	\$
9	<b>Tomatoes, cherry, U.S. Grade No. 1</b> How do items come packaged? _____ When is the item in season? _____	614	\$	\$	\$	\$
10	<b>Tomatoes, grape, U.S. Grade No. 1</b> How do items come packaged? _____ When is the item in season? _____	614	\$	\$	\$	\$
<b>Total</b>						\$

Unit price bid will be used to determine the correct extended price if calculation error is found.

OCPS Payment Term: Net 45 days as per §218.73. Bidders Additional Payment Discount (i.e. 2%/10 days) \_\_\_\_\_

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Special Conditions/Technical Specification Requirements:

- Exhibit "B" Company Profile and Personnel  Yes
- Exhibit "C" Farm Food Safety Checklist, if applicable (for Farm to School Bidders ONLY)  Yes
- Certificate of Insurance  Yes

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