



Agenda Item Details

Meeting	Aug 09, 2022 - REGULAR SCHOOL BOARD MEETING
Category	V. SCHOOL SUPPORT SERVICES, JONNY BISHOP - FOOD SERVICES, Roy Pistone
Subject	2023-02P Fresh Produce (Piggyback Hillsborough County Public Schools RFP #22079-MST-EJ)
Access	Public
Type	Action, Action (Consent)
Preferred Date	Aug 09, 2022
Absolute Date	Aug 09, 2022
Fiscal Impact	Yes
Dollar Amount	250,000.00
Budgeted	Yes
Recommended Action	Approve 2023-02P Fresh Produce (Piggyback Hillsborough County Public Schools RFP #22079-MST-EJ)

Public Content

Request to Approve 2023-02P Fresh Produce Piggyback Hillsborough County Public Schools RFP #22079-MST-EJ. Under the provisions of the D.O.E. 6A-1.012(6), this contract will continue to provide competitive pricing for the delivery of Fresh Produce for the National School Lunch and Breakfast Programs.

Vendor: C-K Produce, Inc.

Initial Contract Period: July 19, 2022 through July 18, 2023 with four (4) one-year renewal periods.

State Board of Education Rule 6A-1.012(6) allows district school boards to make purchases from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

 [A 2023-02P Fresh Produce_PB Request \(C-K Produce\)-Signed.pdf \(33,324 KB\)](#)

Administrative Content

Motion & Voting

Approve Consent Agenda

Motion by Linda B Powers, second by Douglas A Dodd.

Final Resolution: Motion Carried

Yea: Ginger F Bryant, Sandra B Counts, Douglas A Dodd, Thomas E Kennedy, Linda B Powers



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

- THOMAS KENNEDY
DISTRICT 1
- VIRGINIA BRYANT
DISTRICT 2
- DOUGLAS A. DODD
DISTRICT 3
- SANDRA COUNTS
DISTRICT 4
- LINDA B. POWERS
DISTRICT 5

June 20, 2022

Sent via email to: jdtaylor@ckproduce.com

C-K Produce, Inc.
JD Taylor
2801 E. Hillsborough Ave.
Tampa, FL 33680

Subject: **Request to Piggyback Contract** – RFP #22079-MST-EJ Fresh Produce

Dear Mr. Taylor,

State Board of Education Rule 6A-1.012(6) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.


With your permission, we would like to utilize the above-mentioned contract that was awarded to your company by Hillsborough County Public Schools and incorporated herein as **Attachment "B"**. The terms, conditions, and prices awarded in such contract shall remain the same except as modified by this letter. The term of this agreement shall be from **July 19, 2022** through **July 18, 2023** with four (4) optional one (1) year renewal periods.

If you agree to the Citrus County School Board's request to utilize this contract that was awarded to your company, please sign below and email your response to the Purchasing Officer listed below **by June 27, 2022**.

Contractor shall furnish a Certificate of Insurance prior to the provision of services. The Certificate of Insurance must meet the specified requirements outlined in **Attachment "A"** and include The School Board of Citrus County, Florida, as an additional insured. Send your Certificate via email to purchasing@citruschools.org.

Please contact Shawn Comiskey at (352) 726-1931, ext. 2418 or by email at comiskey@citruschools.org if you should have any questions. Thank you for your attention in this matter, and we look forward to working with you in the future.

Sincerely,


Shawn Comiskey
Purchasing Specialist
Citrus County School Board

C-K Produce, Inc. agrees to allow the Citrus County School Board to utilize the above contract that was awarded to your company by Hillsborough County Public Schools pursuant to RFP #22079-MST-EJ Fresh Produce.

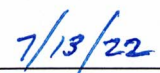
Please Check One: Yes No Reason: _____



Signature



Printed Name/Title



Date

cc: Solicitation File (2023-02P)
Food and Nutrition Services; Megan Davis

ATTACHMENT "A"

INSURANCE REQUIREMENTS

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. The Contractor shall purchase and maintain the following minimum insurance listed below from a company or companies properly licensed in the State of Florida and rated A-VII or better by A.M. Best Company and against which CCSB will entertain no reasonable objection.
2. **Worker's Compensation Liability:** Coverage shall be in compliance with Chapter 440, Florida Statutes. The Contractor shall provide and maintain, during the life of this contract, Workers Compensation insurance in statutory amounts and Employee Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall be in accordance with the laws of the State of Florida for all Contractor's employees at the site of the project, and if any part of the work is sublet the Contractor shall require each of the Subcontractors to maintain such insurance for all their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers Compensation Insurance.
3. **Comprehensive Automotive Liability:** Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits: minimum limits of coverage shall be One Million Dollars (\$1,000,000) per occurrence, Combined Single Limit for bodily Injury Liability and Property Damage Liability.
4. **Comprehensive General Liability:**
 - 4.1. Bodily injury, personal injury, and property damage at One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - 4.2. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
5. **Contingent Liability:** The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.
6. **Contractor agrees to the following as it relates to all above required insurance:**
 - 6.1. The Contractor will be required to name The School Board of Citrus County, Florida as an additional insured and provide a Certificate of Liability Insurance matching the above specified requirements.
 - 6.2. The Contractor agrees that no services shall begin until proof of insurance is received by the CCSB. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Agreement. Upon reasonable request, the Contractor agrees to provide CCSB a copy of its insurance policies, forms, and endorsements in its entirety. Any document not in compliance with above requirements will not be approved.
 - 6.3. The Contractor shall provide written notice to the CCSB within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on above required insurance.
 - 6.4. Loss Deductible Clause: The CCSB shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.
 - 6.5. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
 - 6.6. By agreement to our request to utilize this contract, Contractor hereby understands and agrees to the above insurance requirements. Failure by the Contractor to maintain insurance as described herein constitutes a material breach of this contract and the CCSB shall have the right to terminate this contract without further liability.

ATTACHMENT "B"

**INDICATES BROKEN CASE

HILLSBOROUGH COUNTY PUBLIC SCHOOLS
 PROPOSED PRICING RESPONSE SHEET
 22079-DST-EF FRESH PRODUCE

ATTACHMENT B

PROPOSED PRICING RESPONSE FORM
RFP - FRESH PRODUCE

Company Name: C-K Produce, Inc.

Estimates: Any quantities and/or amounts stated are for vendors' guidance only and no guarantee is given or implied as to quantities purchased during the contract period. Estimated quantities and/or amounts based upon previous needs and estimated usage for a twelve (12) month period.

Complete Columns In Light Green Shading Only

ITEM NO.	HCPS STOCK NUMBER	DESCRIPTION AND DESIRED PACK SIZE	CURRENT SUPPLIER	CURRENT ORIGIN	REQUIRED PURCHASE UNIT	VENDOR NO. OF UNITS/ CASE	ESTIMATED ANNUAL QUANTITY	CURRENT MARKET CASE/BROKEN UNIT PRICE	PROPOSED FIXED DELIVERY FEE PER CASE/BROKEN UNIT	PROPOSED TOTAL DELIVERED COST	ITEM SPECIFICATION
GROUP A - FIXED COST ITEMS (2 MONTH PERIODS)											
1	302001	APPLE, GALA/RED 138CT	Crown Orchard/ Sunny Slope Fruit	WA	CASE	138	1,000	21.00	1.85	22.85	Apples; Red Delicious, Washington Fancy, Extra Fancy, Or Eastern U.S. No. 1; Free Of Blemishes; Average 138 Count Per Case.
2	302005	APPLE SLICES 100/2OZ	Peterson Farms	MI	CASE	100	18,000	20.40	1.85	22.25	Apples Slices, Cut From Cored And Peeled "Sweet" Apples (Fuji, Gala, Pink Lady), U.S. No. 1; Individually Packaged In Decorative Date Coded Bags; Each Bag To Provide 1/2 Cup Fruit For U.S.D.A. Child Nutrition Program.
3	302008	BANANAS, 10# BOX AVG 25 CT	Del Monte	Costa Rica	** 10# BOX	10#	1,500	6.75	0.45	7.20	Bananas: Regular Size, More Yellow Than Green Or Green Tips: U.S. No. 1; Purchase Unit** 10# Box. Average 25 Count.
4	302009	BANANAS, 40# CASE AVG 100 CT	Del Monte	Costa Rica	CASE	40#	4,000	17.00	1.85	18.85	Bananas: Regular Size, More Yellow Than Green Or Green Tips: U.S. No. 1; Purchase Unit 40# Case. Average 100 Count.
5	302021	CARROTEENIES 100/3 OZ	Grimway/ Bolthouse	CA	CASE	100	18,000	15.75	1.85	17.60	Carrots. Baby: U.S. No.1; Free From Soft Rot/Damage; Individually Packed In Decorative Date Coded Bags; 100/3 Oz. Packages Per Case. Each Bag To Provide 1/2 Cup Vegetable For The U.S.D.A. Child Nutrition Program.
6	302055	CUCUMBERS 5# BAG	J&K Farms	FL	** 5# BAG	5#	5,000	3.80	0.45	4.25	Cucumbers: Select; U.S. No.1; Medium, Firm, Well-Shaped, Uniform Size; Purchase Unit** 5# Bag.

HILLSBOROUGH COUNTY PUBLIC SCHOOLS
 PROPOSED PRICING RESPONSE SHEET
 22079-DST-EF FRESH PRODUCE

**INDICATES BROKEN CASE

ITEM NO.	HCPS STOCK NUMBER	DESCRIPTION AND DESIRED PACK SIZE	CURRENT SUPPLIER	CURRENT ORIGIN	REQUIRED PURCHASE UNIT	VENDOR NO. OF UNITS/ CASE	ESTIMATED ANNUAL QUANTITY	CURRENT MARKET CASE/BROKEN UNIT PRICE	PROPOSED FIXED DELIVERY FEE PER CASE/BROKEN UNIT	PROPOSED TOTAL DELIVERED COST	ITEM SPECIFICATION
7	302120	LETTUCE, SHREDDED 5# BAG	Taylor Farms/Church Bro	CA	** 5# BAG	5#	2,500	3.70	0.45	4.15	Lettuce, Iceberg, Fresh Cut: Shredded; 1/4" Slice; U.S. No. 1; Gas Permeable Packaging; Vacuum Packed; Free From Browning, Decay Or Wilt; Date Coded; Purchase Unit** 5# Bag.
8	302124	LETTUCE, SALAD CUT 4/5# BAG	Taylor Farms/Church Bro	CA	CASE	4/5#	12,000	14.80	1.85	16.65	Lettuce, Iceberg, Fresh Salad Cut, Chopped; Separately Bagged Shredded Carrots And Red Cabbage; U.S. No. 1; Free From Browning, Decay Or Wilt; Gas Permeable Packaging; Vacuum Packed; Each Bag Date Coded; Purchase Unit 4/5# Bag.
9	302126	SPRING MIX 3# BAG / BOX	Taylor Farms/Church Bro	CA	**3# BAG/ BOX	3#	9,500	6.90	1.85	8.75	Lettuce, Spring Mix; Gas Permeable Packaging, Vacuum Packed; Date Coded; Free From Browning, Decay, Or Wilt; 4/3 Lb. Bags Per Case; Purchase Unit** 3# Bag/Box
GROUP B - OPEN-MARKET COST ITEMS											
10	302077	BEANS, GREEN SNIPPED 10#	Pero/RC Hatton	GA	CASE	2/5#	1,000	17.00	1.85	18.85	Green Beans, Fresh: U.S. No.1 Table Or Higher; 2/5 Lb Bags Per Case.
11	302004	BROCCOLI FLORETS 6/3#	Taylor Farms/Marjon	CA	CASE	6/3#	1,000	24.45	1.85	26.30	Broccoli Crowns, Fresh Cut; Prepared From U.S. No.1; Average 18 - 20 Lb. Case.
12	302030	CARROTS, MINI 5# BAG	Grimway/Bolthouse	CA	** 5# BAG	5#	1,000	4.93	0.45	5.38	Carrots; Mini-Peeled; U.S. No.1; Gas Permeable Packaging; Sulfite Free, Purchase Unit** 5# Bag.
13	302031	CARROTS SHREDDED 5# BAG	Taylor Farms/Marjon	CA	** 5# BAG	5#	700	5.13	0.45	5.58	Carrots; Shredded; U.S. No.1; Gas Permeable Packaging, Sulfite Free, Purchase Unit** 5# Bag.
14	302040	CELERY - 3 BUNCHES	T&A Farms	CA	** 3 BUNCHES	3ct	1,000	3.20	0.45	3.65	Celery Stalks; U.S. No. 1; Ribs Should Snap Crispy When Bent; Bunch, Sleeve-Pack, 16" Stalks; Purchase Unit** 3 Bunches.
15	302041	CILANTRO 6 BUNCHES	T&A Farms	CA	** 6 BUNCHES	6ct	1,000	2.70	0.25	2.95	Cilantro; Fresly Cut And Cleaned; Purchase Unit ** 6 Bunches

HILLSBOROUGH COUNTY PUBLIC SCHOOLS
 PROPOSED PRICING RESPONSE SHEET
 22079-DST-EF FRESH PRODUCE

**INDICATES BROKEN CASE

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16	302050	COLESLAW MIX 5# BAG	Taylor Farms/Church Bro	CA	** 5# BAG	5#	200	3.90	0.45	4.35	Coleslaw Mix, Fresh Cut: Shredded, Uniformly Cut 1/8-1/4 Inch, Separate Bags For Carrots And Cabbage; U.S. No. 1; Gas Permeable Packaging, Date Coded; 4/5 Lb. Bags Per Case; Purchase Unit** 5# Bag.
17	302058	CUCUMBERS SLICED 50/3 OZ	Marjon	FL	CASE	50/3oz	10,000	23.90	1.85	25.75	Sliced Cucumbers From Medium To Firm Whole Cucumbers Select, U.S. No. 1; Individually Packed In Decorative Date Coded Bags; Each Bag To Provide 1/2 Cup Vegetable For U.S.D.A. Child Nutrition Program.
18	302064	GARLIC PEELED 1# TUB	Garland	CA	** 1# TUB	1#	400	3.50	0.25	3.75	Garlic Whole; Peeled; Packed In Plastic Container With Protective Seal; Purchase Unit** 1# Tub
19	302070	GRAPES "LUNCHBUNCH" RED 21#	Dole/Del Monte	Chile/Peru/CA	CASE	21#	1,000	21.00	1.85	22.85	Grapes; "Lunchbunch", Red, Seedless; U.S. No.1 Table Or Higher; Approximately 150 / 3 Oz Pre-Portioned Clusters; 20 Or 21 Lb. Lug.
20	406005	ONIONS, RED 5# BAG	Diamond Farms	ID	** 5# BAG	5#	500	7.65	0.45	8.10	Onions Dry; Red Variety; U.S. No. 1; Medium Or Larger; Purchase Unit** 5 # Bag.
21	406006	ONIONS, VIDALIA 10# BAG	Diamond Farms	ID	** 10# BAG	10#	500	8.10	0.45	8.55	Onions Dry; Vidalia; U.S. No. 1; Medium To Jumbo Size Larger; Purchase Unit** 10 # Bag.
22	406010	ONIONS, YELLOW 10# BAG	Diamond Farms	ID	** 10# BAG	10#	1,500	6.80	0.45	7.25	Onions Dry; Yellow Variety, U.S. No. 1; Medium To Jumbo Size; Purchase Unit** 10# Bag.
23	302135	ORANGES 113 CT	Emerald Packing/ Sealed Sweet	FL	CASE	113ct	3,000	17.25	1.85	19.10	Oranges: Naval Or Temple Valencia Varieties; U.S. Choice; Average 113 Count; 38-45 Lb. Case.
24	302137	ORANGE WEDGES 50/4.7 OZ	Marjon/Del Monte	FL	CASE	50/4.7oz	10,000	33.75	1.85	35.60	Orange Wedges (Smiles), Cut Into 4 Slices From Fresh Washed Oranges; U.S. No. 1; Individually Packed In Decorative Date Coded Bags; Each Bag To Provide 1/2 C Fruit For U.S.D.A. Child Nutrition Program.
25	302150	PEPPERS, GREEN 5# BAG	J&K Farms	FL	** 5# BAG	5#	1,000	4.80	0.45	5.25	Peppers; Green Variety, U.S. No. 1, Medium To Large Size; Purchase Unit** 5# Bag.

HILLSBOROUGH COUNTY PUBLIC SCHOOLS
 PROPOSED PRICING RESPONSE SHEET
 22079-DST-EF FRESH PRODUCE

**INDICATES BROKEN CASE

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26	406020	POTATOES, IDAHO 100 CT	Kingston Farms	ID	CASE	100ct	600	20.00	1.85	21.85	Potato, White; Russet Variety, U.S. No.1; Average 100 Count Per Case.
27	406015	POTATOES, SWEET 10# BAG	Kingston Farms	ID	** 10# BAG	10#	800	6.70	0.45	7.15	Potato, Sweet: U.S. No. 1, Small To Medium Size; Purchase Unit** 10# Bag.
28	302160	SPINACH, CELLO 10 OZ BAG	Taylor Farms/Church Bro	CA	** 10 OZ BAG	10oz Bag	1,500	1.36	0.25	1.61	Spinach; U.S. No. 1; Cello Packed, Stemmed And Washed, Date-Coded; Free From Browning, Decay Or Wilt; Purchase Unit** 10 Oz. Bag.
29	302170	SQUASH, YELLOW 5# BAG	J&K Farms	FL	** 5# BAG	5#	1,000	3.75	0.45	4.20	Squash, Summer, Crook Neck, Fresh: U.S. No. 2 Or Higher, Medium To Large Size; Purchase Unit** 5# Bag.
30	302165	SQUASH, ZUCCHINI 5# BAG	J&K Farms	FL	** 5# BAG	5#	1,000	3.75	0.45	4.20	Squash, Zucchini, Fresh: U.S. No. 2 Or Higher, Medium To Large Size; Purchase Unit** 5# Bag.
31	302189	TOMATOES, DICED 4/3.5 LB	Florida Vine Ripe/ Linares Farms	FL	CASE	4/3.5#	1,800	30.25	1.85	32.10	Tomatoes, 1/4" Diced: From Medium To Large Size Fresh Tomatoes (Firm Flesh, Free Of Bruises; Vine Ripened. Ripeness Stage 5 To 6 (Light Red To Red); U.S. No. 2 Or Higher; 4/ 3.5 Lb Case.
32	302190	TOMATOES, GRAPE 12/1 PINT	Florida Vine Ripe/ Linares Farms	FL	CASE	12ct	10,000	7.90	1.85	9.75	Tomatoes, Grape: U.S. No. 1; Firm Flesh, Free Of Bruises; Ripeness Stage 5 To 6 (Light Red To Red), 20 Lb. Case.
33	SN3255	TOMATOES, GRAPE 50/3 OZ	Florida Vine Ripe/ Linares Farms	FL	CASE	50/3oz	10,000	30.45	1.85	32.30	Tomatoes, Grape: U.S. No. 1; Firm Flesh, Free Of Bruises; Ripeness Stage 5 To 6 (Light Red To Red). Individually Packed In Decorative Date Coded Bags; Each Bag To Provide 1/2 Cup Vegetable For U.S.D.A. Child Nutrition Program.
34	406030	TOMATOES, LRG 25#	Florida Vine Ripe/ Linares Farms	FL	CASE	25#	1,500	14.00	1.85	15.85	Tomatoes: U.S. No. 2 Or Higher; Firm Flesh, Free Of Bruises; Vine Ripened, Medium To Large Size, Ripeness Stage 5 To 6 (Light Red To Red), Loose Pack, 25 Lb. Case.

School Board
Nadia T. Combs, Chair
Henry "Shake" Washington, Vice Chair
Lynn L. Gray
Stacy A. Hahn, Ph.D.
Karen Pérez
Melissa Snively
Jessica Vaughn



Superintendent of Schools
Addison G. Davis

June 8, 2022

NOTICE OF AWARD
RFP #22079-DST-EJ
FRESH PRODUCE

To: All Interested Parties

The School Board of Hillsborough County, Florida meeting in official session on June 7, 2022, voted to award this solicitation to the following firm(s):

- C-K Produce, Inc.

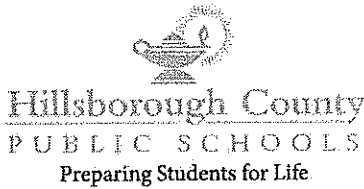
This letter is notification of award only. The awarded vendor(s) must not provide any commodities, services, or order materials without an authorized purchase order. Purchase orders shall be placed as needed by Hillsborough County Public Schools' personnel and delivery must be completed within the proposed time, as specified in the agreement.

If you have any questions regarding the solicitation procedures, please contact the referenced HCPS representative, below.

Sincerely,

Erika M. James

Erika M. James
Procurement Officer
Procurement Services
901 East Kennedy Boulevard
Post Office Box 3408
Tampa, Florida 33602
Office: (813) 272-4619
erika.james@hcps.net



SCHOOL BOARD APPROVED
JUN 7 2022
HCPS BUSINESS DIVISION

Agenda Item Details

Meeting Jun 07, 2022 - Regular School Board Meeting

Category B. Consent Agenda

Subject 6.20 Request for Proposals (RFP) #22079-DST-EJ Fresh Produce (Operations)

Access Public

Type Action (Consent)

Recommended Action Approve the highest ranked proposal submitted by C-K Produce, Inc. - RFP #22079-DST-EJ Fresh Produce.

Public Content

DESCRIPTION:

On March 1, 2022, Procurement Services, in conjunction with Student Nutrition, issued a competitive solicitation for fresh produce. Agreement award shall be to the highest ranked proposal submitted by C-K Produce, Inc. This recommendation has been reviewed by the General Manager of Student Nutrition Services.

Each year, HCPS participates in the United States Department of Agriculture (USDA) Department of Defense (DOD) Fresh Fruit and Vegetable Program. Entitlement dollars used to purchase fresh produce from DOD from qualified domestic suppliers are donated to the Student Nutrition Services program in Hillsborough County. During the 2021-2022 school year, these donated funds offset our expenditures for fresh produce by over \$3,300,000.

Regulations set forth by the USDA require the Student Nutrition Department to serve more fresh fruits and vegetables to students as part of the National School Lunch and National School Breakfast Programs.

The initial term of this agreement shall be for one year, with four 1-year renewal(s). This agreement shall begin on July 19, 2022 and expire on July 18, 2023. There is a 30-day termination for convenience clause included in this contract. This Agreement will be reviewed and evaluated annually and may be renewed by the Superintendent, per the terms of the specifications.

GAP ANALYSIS:

Hillsborough County Public Schools requires vendors for the provision of Fresh Produce throughout the District.

PREVIOUS OUTCOMES:

Agreements for the required goods and services have been successfully implemented during previous years.

EXPECTED OUTCOMES:

Upon approval, the awarded vendor(s) are to supply the required goods and services per the terms and conditions listed in the competitive solicitation. The awarded vendors shall be identified as:

- C-K Produce, Inc.

STRATEGIC PLAN GOAL:

<input type="checkbox"/>	Academic Excellence
<input type="checkbox"/>	Supportive Organizational Culture
<input type="checkbox"/>	Exceptional Talent
<input checked="" type="checkbox"/>	Fiscal and Operational Responsibility

RECOMMENDATION:

Award Request for Proposals (RFP) #22079-DST-EJ Fresh Produce.

CONTACT:


Corey A. Murphy, General Manager, Procurement Services, corey.murphy@hcps.net, (813) 272-4374
 Shani Hall, General Manager, Student Nutrition Services, shani.hall@hcps.net, (813) 840-7092
 Christopher Farkas, Chief of Operations, christopher.farkas@hcps.net, (813) 272-4004

FINANCIAL HISTORIC IMPACT:

Financial Historic Impact	If Financial Impact is greater than 10% from prior year, explain why.
---------------------------	-----------------------------------------------------------------------

2022-23 Financial Impact	Proposed Cost	\$2,500,000 Federal plus 3,300,000 DOD equals 5,800,000
2021-22 Financial Impact	Proposed	\$2,400,000 Federal plus \$3,300,000 DOD Equals 5,700,000
2020-21 Financial Impact	Former Cost	\$1,700,000 Federal plus \$3,600,785 DOD equals 5,300,785 (Lower due to pandemic)
2019-20 Financial Impact	Former Cost	\$1,400,000 Federal plus \$2,062,785 DOD equals 3,462,785 (Lower due to pandemic)

FINANCIAL IMPACT:

Revenue Source: Federal and DOD donation 
Expense Account: 410-XXXX-9999-610-7600-570
Amount: \$2,500,000 Federal plus 3,300,000 DOD equals 5,800,000

REVIEW COMMENTS:

Contract administration and evaluation is performed by the Project Manager (the "End User") and the Procurement Officer, who function as a team, by utilizing an online vendor performance report or via in-person reviews. The evaluation consists of an assessment of the vendor-provided goods and services, deliverables, and compliance with contractual requirements. The resulting data will support renewal decisions and/or alterations to a new agreement.

SUBMITTED BY:


Romaneir Johnson, Chief Financial Officer, (813) 272-4270

22079 Board Tabulation.pdf (871 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member. Notice: If a person decides to appeal any decision made by the School Board of Hillsborough County, Florida, with respect to any matter considered at a meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (Pursuant to Florida Statute 286.0105) Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Article IX of the Florida Constitution states in part, "The education of children is a fundamental value of the people of the State of Florida. It is, therefore, a paramount duty of the state to make adequate provision for the education of all children residing within its orders. "The Article also states that the educational system must be "uniform, efficient, safe, secure, and high-quality," and class size limits must be imposed. Prekindergarten learning opportunities must be made available. There must be a state university system.

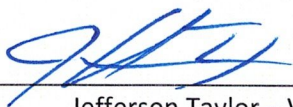
Proposer: CK's Produce
2801 E Hillsborough Ave
Tampa, FL 33610
(813) 237-6893 Office
(813) 237-0079 Fax
Jefferson Taylor-Vice President
jdtaylor@ckproduce.com

CK's Produce is a wholesale distributor of fresh fruits and vegetables based in Tampa, FL. The family owned business has been operating at their primary location of 2801 E Hillsborough Ave for more than 30 years. CK's has built a great reputation within the produce industry by always delivering the freshest and highest quality produce available at a competitive price. CK's services a wide variety of clients from small café's to large capacity high-end restaurants and theme parks, and even possesses contracts with multiple school districts to fulfill all of their fresh produce needs.

CK's has been the contract holder for the current produce contract for Hillsborough Public Schools for the past 5 years. During that time, we have enjoyed an extremely successful working relationship with HCPS. We could not be more proud of the praise we have received as a company from the district staff along with the praise of our drivers from the staff at the school sites. We have put a tremendous amount of work into being the best partner we can be for HCPS, and we have seen that same effort and mentality reciprocated from your school district. Hillsborough County has been an absolute joy to work with and the staff has been nothing but organized, professional, and forward-thinking, especially through some difficult times such as during the COVID shutdowns in 2020. We are excited at the opportunity to hopefully continue this successful relationship for years to come on the NSLP produce contract.

CK's Produce is the current contract holder for the FFVP Produce contract for HCPS, which we were just awarded the renewal after a successful 5 year term. We are also the subcontractor for the USDA sponsored DOD produce program where we service HCPS for all of their supplemental DOD needs. Because we are fulfilling these other 2 contracts in HCPS already, it gives us a unique advantage over our competitors to be able to maintain low delivery costs by combining deliveries. CK's is also the contract holder for Orange County Public Schools which is similar in size and scope to Hillsborough. Possessing the contracts for two of the largest school districts in the country gives us some leverage with suppliers when it comes to securing competitive prices and even procuring product during times of shortage so as not to experience product disruption. Along with these two large counties, we are the produce supplier through the DOD program for 6 other local school districts, some of which we also possess the NSLP Produce contracts for. Delivering fresh produce to local school districts is the main focus of our business and I believe that is reflected in the amount of contracts we currently hold and successfully fulfill. We welcome you to reach out to any of our school districts and we feel extremely confident that you will hear nothing but rave reviews about our service and products!

Throughout this proposal we will outline the strengths of our company and our abilities to more than achieve the requirements of this RFP. The main goal of CK's Produce in creating this proposal is to continue the mutually beneficial working partnership with the Hillsborough County School District as we have with multiple other school districts in the state of Florida. We appreciate your consideration of our growing company for the fulfillment of your produce needs for the upcoming school years, and look forward to the opportunity to continue the great work with the Hillsborough County School District.



Jefferson Taylor – Vice President
727-504-2463
jdtaylor@ckproduce.com

Tab 1: Qualifications and Experience

CK's Produce has been in business and servicing Florida school districts, for more than 30 years, along with multiple other markets. We have customers ranging from major theme parks and resorts, to medium sized restaurants and boutique cafés. Throughout that time we have always maintained strong working relationships with the school districts by providing quality product at a competitive price. We are confident in our ability to continue to provide the same level of service to Hillsborough County Schools as we have for the past 5 years along with the other satisfied school districts we work with. Here are a few of the strengths CK's possesses that will allow us to service your school district with the high level of service it deserves.

Staff Expertise:

With our expert staff of employees, CK's has more than enough man-power to handle its large distribution network. The staff has been chosen for its expertise in multiple areas such as business operations, fleet management, staff recruiting, and IT management. Along with our delivery drivers, CK's has an inventory team whose sole focus is inspecting and grading product, maintaining product freshness, proper inventory rotation and mitigating product loss, and serving as a support staff to our delivery fleet to ensure accuracy with our customer's orders. With such a wide variety of capabilities, CK's is poised and prepared for consistent growth in the coming years.

The staff member who will handle the operations of this particular contract is Ashley Schubel. Ashley has been with CK's for approximately eight years. Her main role with the company is managing the operation and execution of our school district contracts. Ashley's organizational skills, proactive mentality, and extreme dedication have made her the perfect person to manage our large school contracts such as Hillsborough County. With a background in customer service, Ashley has the customer first mentality that it takes to successfully execute these multi-location high volume contracts while maintaining great working relationships with the district staff.

CK's has a senior buyer in house who will be responsible for the purchasing of all products related to this contract. Our buyer, Alan Schubel, has been a produce buyer for almost 20 years. His experience with power buying allows us to secure a steady supply of quality product at extremely competitive prices. Alan deals with all the buying of our high volume products for school districts which requires an incredible amount of forecasting and proactive planning. With our extensive history in the produce industry, CK's has built longstanding relationships with some of the biggest growers around the country which helps us secure the freshest and highest quality product available, even during times of product shortages.

References/Relevant Customer Relationships:

CK's is currently in possession of contracts with multiple school districts in the state of Florida. We have been fulfilling the produce needs for Osceola County school district for over 30 years. Throughout that time we have provided outstanding service along with quality and affordable product. It's this commitment to excellent service that has allowed us to continue to be awarded these school contracts year after year. Last year CK's was awarded the renewal for the Fresh Fruit and Vegetable Program contract for Hillsborough County Schools

Below are just a few of our clients that CK's is proud to serve:
Hillsborough County School District NSLP, FFVP, and DOD
Orange County School District NSLP, FFVP, and DOD
Pasco County School District NSLP, FFVP, and DOD
Osceola County School District NSLP and DOD
Several other counties through the DOD Program
Seminole Hard Rock Casino
Lowry Park Zoo
Sand Pearl Resort

Also attached is the formal reference form with contact info as requested.

Capability

After being in business over 30 years of in the produce industry, CK's has developed a reliable and consistent system to be able to handle large accounts such as school districts. We take pride in every aspect of our process and it shows in everything we do from the money we spend on constantly updating our equipment and facilities to the effort we put into keeping our customers happy. We feel that we are the best in the Tampa Bay area when it comes to delivering quality produce and we strive every day to show our customers that they can continue to expect consistent and exceptional service from us.

When dealing with a large client such as HCPS we must have a constant supply of fresh product arriving daily. We currently bring fresh produce in from around the country 5-6 times a week on average, and it's directly from the growers. By getting the product direct it allows us to cut out the distribution houses, which in turn gives a lower product cost and longer product life. Every day counts when it comes to fresh produce and we want to make sure when it hits your facility it is as fresh as possible. It is for this reason that we utilize two buyers here at CK's who are constantly monitoring market conditions and searching for the best product available. Sometimes we will actually receive pictures of the product before we purchase it just to ensure that it meets our quality standards. We also have a USDA inspector on sight who does various inspections on product quality.

When it comes to storage, produce needs to be handled and stored properly to maintain freshness. CK's Produce has a top of the line facility from which it handles all operations. The following are some features that allow CK's to maintain product quality and handle such a large distribution network.

- In 2014, cold storage capacity was almost quadrupled by installing four (4) brand new high capacity coolers. Then again in 2021, we doubled our cold storage space once more.
- All coolers used for food storage have individual high-efficiency cooling systems with multiple sensors to maintain proper holding temps and humidity levels. Because all of our products have different storage needs, each product is kept in a certain cooler which meets the temperature and humidity needs of those particular products.
- CK's has a remote monitoring system that allows us to receive alerts in real time via text and e-mail to alert of any changes in temperature and humidity within the coolers. This system also allows us to view the recent history of a particular cooler which allows us to predict and address equipment issues before they turn into an actual problem.
- Should there be any issues with the operation of the cooling systems, CK's has a service contract with one of the top local commercial refrigeration companies, that offers 24 hour service allowing us to prevent downtime and possible food spoilage
- Each cooler is fitted with a custom racking system which allows us to store large amounts of products needed for fulfilling the orders of our vast network of customers. With ample storage capacity, it allows CK's to fulfill even the largest of orders.

- Each cooler is cleaned out and scrubbed every day which helps us maintain a sanitary and safe environment, ensures produce freshness, and also maintains the professional appearance that CK's has always represented
- During the expansion of the cold storage areas, our administrative offices were also expanded and remodeled to allow for more support staff to handle the increase in business that CK's is always striving for.
- CK's delivery fleet is comprised of refrigerated and insulated box trucks which utilize industry leading Carrier cooling systems for ultimate reliability when transporting our fresh produce
- CK's also has at its disposal a fleet service company that offers 24 hour service which again allows us to minimize down time and ensure that our customers get their deliveries when they need them. Just to ensure we are always able to make our deliveries we also have multiple back up trucks which we utilize in the event of an issue with a normal delivery truck
- CK's Produce is located at the Tampa Wholesale Produce Market where there is a US Department of Agriculture Inspector on site.
- CK's Produce is a GAP/GHP approved vendor.

Tab 2: Specifications / Scope of Work

Implementation Plan and Deliverables:

Implementation for this contract renewal will be much simpler this time around. Because we have been servicing these schools for the past 5 years, we have all of the processes and procedures in place to just continue our successful service without interruption. Every year we look at our routes and delivery volume to make sure we are optimizing our driving efficiency. This is especially important with the rise in fuel and labor costs. We feel very confident that our current routes are as efficient as possible taking into account delivery times and traffic patterns.

From a product standpoint, there doesn't appear to be any changes. Since the items are staying the same as the previous contract, we already have all the products sourced and would continue with our successful suppliers. We have spent a lot of time honing our product sources and also prices. Because of this renewal and our suppliers eagerness to continue to be the provider for HCPS, they have given us a commitment to give us very aggressive pricing. This type of relationship is what we try to cultivate here at CK's with all our vendors and customers.

All of our drivers have already gone through the HCPS background check and fingerprinting process. We would keep all the same drivers that are currently servicing your county. We feel this continuity will provide the best level of service and have very little if any impact felt at the school level.

If there are any improvements that HCPS has or would like to see, we welcome the feedback and will gladly take any suggestions. We want to make you guys happy and you should play an active role in our ability to do that.

Scope of Work:

CK's acknowledges and understands the scope of work as laid out in this RFP. Hillsborough County Public Schools is looking for a cost plus fixed fee per full case/broken case contract. :

-There are two (2) groups of item categories. Group A consists of staple items and these items will be offered at a fixed cost for a period of three (3) months. Group B consists of specialty or seasonal (open cost) items and could vary weekly.

-There are approximately 188 schools that will be delivered once a week. There are approximately 30 schools that may get delivered twice a week.

Local Produce Program:

CK's uses the highest quality products available from around the country, but we love to utilize locally grown produce when available. Florida has many fresh fruits and vegetables to offer although they are very seasonal. We are constantly monitoring commodity reports and stay in touch with local growers and brokers to know when local produce is available. Sometimes the items may only be available for a few weeks or months but we will utilize it as long as it meets our strict quality standards. Below are just some of the local growers we get fresh produce from:

Duda and Sons	South Florida Potato Growers
Grimes Produce	Pexco
Driscoll	Cherokee Satsumas
Southern Corporate Packers	Starkey Blueberry Farms
Dimare	Emerald Packing
Florida Classic Citrus	Seald Sweet

Training Program

With our long history in the produce industry we have learned what it takes to successfully transport, handle, and store produce. In order to help HCPS maintain product quality once CK's has delivered it, we have a training presentation available to teach SNS employees about proper storage and handling. There numerous aspects to maximizing shelf life of produce such as:

- Storage temperature
- Humidity
- Storage location within cooler
- Types of packaging (sealed and unsealed)
- Which products can be stored next to each other and which must be separated
- Proper testing procedures
- Required tools to maintain proper temperatures
- Proper product rotation
- Grading and inspecting product
- Proper care and maintenance of coolers

This training can be done as an introduction piece and we can also have on-going training if necessary.

Reporting Ability

CK's is utilizing Netsuite by Oracle, an ERP software program with a tremendous amount of reporting capabilities. With this software, we will be able to offer HCPS extensive usage and sales reports. These reports will have the ability to show item level detail and usage trends. Since we are already familiar with the required HCPS usage reports, we would continue with the same reporting unless a change is requested.

Food Safety and Recalls:

In order to maintain a high standard in food safety, CK's utilizes strict cleaning policies in its facilities and trucks. Our storage coolers are scrubbed and cleaned out every day. Trucks are also cleaned out daily. We utilize food grade stainless tables and calibrated weigh scales. All coolers are temperature and humidity controlled, and remotely monitored to quickly catch any issues. We have a service contract with a 24 hour refrigeration company that keeps our coolers in optimal running condition, which makes sure our produce is always kept at the correct temperatures to ensure food safety.

By maintaining a close relationship with our vendors, produce brokers, and shipping companies, we are able to quickly be on top of any recalls in the produce industry. Whenever we are made aware of a recall we immediately contact our customers both via email and phone, to notify them of the recall. In this case we would be immediately contacting the Hillsborough County School District and each individual school to notify them of the recall. They would be instructed to locate any product that may be affected by providing detailed information such as expirations dates, lot numbers, etc., and to immediately remove it from circulation in order to prevent it from being distributed. In order to insure the product is not accidentally utilized, CK's will pick up the affected product from the schools, and make sure it is

disposed of properly. Any documentation provided to us regarding the recall including traceability forms, letters of action, or recall notices will be provided to the Hillsborough County School District. It is always our goal to provide safe and healthy products to our customers, and we will do anything necessary to maintain that standard.

Audits:

Because CK's has had cost plus fixed fee contracts with school districts before, we are very familiar with the standard audit practices. We will maintain all necessary documentation for audits, and will provide documentation at the request of HCPS. Any issues or discrepancies will be addressed and fixed immediately.

Partnership

CK's Produce is very excited for the potential opportunity to continue to fulfill all the produce needs of Hillsborough County Schools. Our performance of duties over the past 5 years gives us tremendous confidence that we will continue to provide an elite level of service to Hillsborough County Schools. We know that in order to have a mutually beneficial and long term relationship we must have a true partnership. As your vendor we strive to always provide you with the highest quality produce, at the best prices possible. We do that by continuing to diligently watch market trends, leverage our large buying power, and utilizing the longstanding vendor relationships we have built to always get the most competitive pricing. When it comes to getting the best pricing, there are many tricks we utilize such as ordering direct from growers instead of distributors, eliminating a layer of cost. Also buy utilizing multiple freight companies we are able to keep our transportation costs low and competitive. There are many other cost saving tools we utilize that will directly benefit HCPS when it comes to purchasing produce at the best price.

We know that Florida schools love to use Florida produce. As with the other school districts we already service, whenever locally grown produce is available, that will always be our first choice as long as it meets our quality standards. When a particular local item is in good supply, we can typically save money on those items also because the freight charge is lower than the same item from across the country.

CK's Produce has a very strong commitment to customer service. We know the value of customers and we strive to provide them with the best service possible. Communication is by far the most important aspect in service. We realize that no company is ever perfect, but we also know that when an error is made it needs to be corrected immediately. Because we have people dedicated specifically to HCPS, communication is one of our best tools in this partnership. When there are supply chain issues or changing markets, we make HCPS aware of that. We would always rather over-communicate to make sure that you guys are well informed. We also welcome the communication from HCPS. If there is an issue or concern we want to know about it immediately. Those are high priority items and will be corrected as soon as possible. CK's prides itself in our ability to assess a problem, and find a quick resolution with as little effect on our customer as possible.

We welcome the opportunity to continue to show Hillsborough County Schools just how great of a partner CK's Produce can be to them. We have no doubts you will continue to be extremely satisfied with the quality of our product and our commitment to great customer service. Thank you for the opportunity for us to present this proposal to HCPS. We look forward to a response soon.

Tab 3: Pricing Sheet Attached

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3.1.4 Business References. The Proposer must submit **THREE REFERENCES WITH THE PROPOSAL**. HCPS may contact these references to predict quality of goods and services. False references, in HCPS' sole discretion, may be cause for Proposer's disqualification. **DO NOT IDENTIFY HCPS AS A REFERENCE.**

- Included references should be customers from the previous three (3) years; and
- HCPS-Preferred references shall be in the following order: School districts, Hillsborough County, Florida based references, State of Florida based references, Large municipalities or local governments, and the private sector.

Business References Form (Three). In response to this Hillsborough County Public Schools' competitive solicitation, Proposer (Proposer Name): C-K Produce, Inc states that the Proposer has provided similar goods and services to your firm. Please respond as to the quality of the provided goods and services. Return this form as soon as possible to the firm for proposal submittal. The filled-in references are due with their proposal.

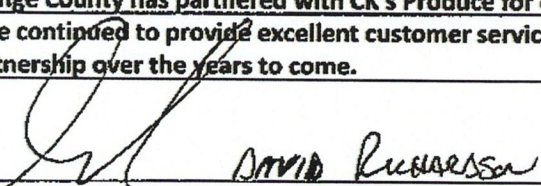
Orange County Public Schools	
Referenced Firm's Name	
8101 Bensus Street, Orlando Fl, 32827	
Address	
David Richardson	
Contact Person	
David.Richardson@ocps.net	407-858-3110
Email Address	Phone Number

- Yes No: Would you use this vendor again?
 Yes No: May we contact you with additional questions?
PERFORMANCE RATING: EXCELLENT = 4, GOOD = 3, FAIR = 2, POOR = 1, OR N/A

DESCRIPTION OF PERFORMANCE	RATING
Overall Technical Performance. The vendors overall demonstrated technical performance.	4
Partnership. The vendor's ability and attention to the quality of outcomes.	4
Responsiveness. The vendor's ability to follow instructions, handle complaints, and communicate with customer's staff.	4
Efficiency. The vendor's overall effectiveness in planning, scheduling, monitoring, and problem solving.	4
Uniformity of Goods/Service Reliability. The vendor's timely delivery and uniform quality of provided goods and services.	4
Key Personnel/Management. The vendor's ability to provide quality personnel and project oversight.	4
Overall Experience. Overall customer experience.	4

Total Dollar Amount of Contract: \$ 5,500,000

Additional Comments.
Orange County has partnered with CK's Produce for over 2 years and from the initial transition until now they have continued to provide excellent customer service and product quality. We look forward to our partnership over the years to come.

X 
 Contact Person's Signature

4-12-2022
 Date

3.1.4 Business References. The Proposer must submit **THREE REFERENCES WITH THE PROPOSAL**. HCPS may contact these references to predict quality of goods and services. False references, in HCPS' sole discretion, may be cause for Proposer's disqualification. **DO NOT IDENTIFY HCPS AS A REFERENCE.**

- Included references should be customers from the previous three (3) years; and
- HCPS-Preferred references shall be in the following order: School districts, Hillsborough County, Florida based references, State of Florida based references, Large municipalities or local governments, and the private sector.

Business References Form (Three). In response to this Hillsborough County Public Schools' competitive solicitation, Proposer (Proposer Name): C-K Produce, Inc states that the Proposer has provided similar goods and services to your firm. Please respond as to the quality of the provided goods and services. Return this form as soon as possible to the firm for proposal submittal. The filled-in references are due with their proposal.

Oakes Farms - DOD School Contractor

Referenced Firm's Name

4206 Mercantile Avenue Naples, FL 34104

Address

Sharon Hobby

Contact Person

sharon@oakesfarms.com

239-238-1901

Email Address

Phone Number

Yes No: Would you use this vendor again?

Yes No: May we contact you with additional questions?

PERFORMANCE RATING: EXCELLENT = 4, GOOD = 3, FAIR = 2, POOR = 1, OR N/A

DESCRIPTION OF PERFORMANCE

RATING

Overall Technical Performance. The vendors overall demonstrated technical performance.

4

Partnership. The vendor's ability and attention to the quality of outcomes.

4

Responsiveness. The vendor's ability to follow instructions, handle complaints, and communicate with customer's staff.

4

Efficiency. The vendor's overall effectiveness in planning, scheduling, monitoring, and problem solving.

4

Uniformity of Goods/Service Reliability. The vendor's timely delivery and uniform quality of provided goods and services.

4

Key Personnel/Management. The vendor's ability to provide quality personnel and project oversight.

4 Plus

Overall Experience. Overall customer experience.

4 Plus

Total Dollar Amount of Contract: \$ 30M +

Additional Comments.

Dealing with CK Produce is a delight!

Everything from quality, customer service to technical is always superb!

x Sharon Hobby
Contact Person's Signature

April 12, 2022
Date

3.1.4 Business References. The Proposer must submit **THREE COMPLETED AND SIGNED REFERENCES WITH THIS PROPOSAL.** HCPS may contact these references to predict quality of goods and services. False references, in HCPS' sole discretion, may be cause for Proposer's disqualification. **DO NOT IDENTIFY HCPS AS A REFERENCE.**

- Included references should be customers from the previous three (3) years; and
- HCPS-Preferred references shall be in the following order: School districts, Hillsborough County, Florida based references, State of Florida based references, large municipalities or local governments, and the private sector.

Business References Form (Three). In response to this Hillsborough County Public Schools' competitive solicitation, Proposer (Proposer Name): C-K Produce, Inc states that the Proposer has provided similar goods and services to your firm. Please respond as to the quality of the provided goods and services. Return this form as soon as possible to the firm for proposal submittal. The filled-in references are due with their proposal.

Lowry Park Zoological Society

Referenced Firm's Name

1101 W. Sligh Ave. Tampa, FL 33604

Address

Caroline Pace - Nutrition Center Manager

Contact Person

caroline.pace@zootampa.org

Email Address

Phone Number

Yes No: Would you use this vendor again?

Yes No: May we contact you with additional questions?

PERFORMANCE RATING: EXCELLENT = 4, GOOD = 3, FAIR = 2, POOR = 1, OR N/A

DESCRIPTION OF PERFORMANCE

RATING

Overall Technical Performance. The vendor's overall demonstrated technical performance.

4

Partnership. The vendor's ability and attention to the quality of outcomes.

4

Responsiveness. The vendor's ability to follow instructions, handle complaints, and communicate with customer's staff.

4

Efficiency. The vendor's overall effectiveness in planning, scheduling, monitoring, and problem solving.

4

Uniformity of Goods/Service Reliability. The vendor's timely delivery and uniform quality of provided goods and services.

4

Key Personnel/Management. The vendor's ability to provide quality personnel and project oversight.

4

Overall Experience. Overall customer experience.


4

Total Dollar Amount of Contract: \$ \$700,000.00

Additional

Comments.

X Caroline Pace



4/12/2022

Contact Person's Signature

Date

3. REQUIRED FORMS

3.1.1 Contact Information & Certification. The Proposer must supply the information listed below for consideration. In case of dispute or if further clarification becomes necessary, please indicate your representative's contact information. The GM shall serve as the HCPS representative.

Local Contact Information

Jefferson Taylor

Vice President

Account Representative Name

Title

2801 E Hillsborough Ave Tampa, FL 33610

Local Address

813-237-6893

727-504-2463

Phone Number

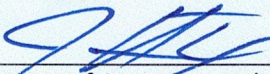
Cell Phone Number

jdtaylor@ckproduce.com

813-237-0079

Email Address

Fax Number

X 
Signature of Owner or Authorized Officer

Corporate Information

Jefferson Taylor

813-237-6893

Representative's Name

Telephone Number

C-K Produce, Inc.

Company Name

2801 E Hillsborough Ave Tampa, FL 33610

Principal Place of Business Address

PO Box 11637 Tampa, FL 33680

Remit-To Address (if different from above)

Corporation Sole Proprietor/Partnership Limited Liability Corp.

FEIN or SS# 59-2947201 Other. _____

Preferred method to receive purchase order. US Mail Fax

Yes No. Is vendor Workers' Compensation Exempt? If Yes, attach proof of exemption

Yes No. Is your company registered as an SBE with the HCPS Office of Supplier Diversity?

Yes No. Is your company M/SBE certified with any of the following agencies?

City of Tampa: www.tampagov.net/minority-business-development

FL. Statewide & Inter-Local Certification: www.tampagov.net/minority-business-development

Hillsborough County: www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough/minorities-and-women

Florida State Minority Supplier Development Council: www.fsmsdc.org/mbe.php#new-app

City of St. Petersburg: www.stpete.org/assistance/small_business_enterprise_program.php

3.1.2 E-Verify. Per Section 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. The Awarded Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Failure to comply with this provision is a material breach of the Agreement and HCPS may choose to terminate the Agreement at its sole discretion. The Awarded Vendor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Proposer must provide evidence of compliance with s. 448.095, F.S. Evidence may consist of, but not limited to, providing notice of the Awarded Vendor's E-Verify number or attach the certificate to the Proposal.

E-Verify #: 1726323

[INTENTIONALLY BLANK]

3.1.3 Substitute W-9. To conform to IRS regulations for Form 1099 reporting, HCPS must have a Federal Tax Identification Number or Social Security Number in our files for ALL VENDORS and INDIVIDUALS receiving payments from HCPS; therefore, we request that you provide the following information. Notwithstanding, all inquiries regarding Ethnicity, Race, Gender or Business Certification/Designation are of a purely voluntary nature.

- New Request
 Change Name Tax ID Remit Address Other

Legal Name (as shown on your income tax return)

C-K Produce, Inc.

Business Name, if different from above

(use if doing business as (DBA) or enter business name of Sole Proprietorship)

Primary Address (for purchase orders)

PO Box or Number and Street, City, State, Zip + 4
 PO Box 11637 Tampa, FL 33680

Remittance/Accounts Receivable Information

(if different from above) PO Box or Number and Street, City, State, Zip + 4

Contact Name, Phone, Email (accounts receivable)

Megan Evans 813-237-6893 megan@ckproduce.com

Taxpayer Identification Number (TIN) Provide Only One

(If sole proprietorship, provide EIN, if applicable)
 59-2947201

Social Security Number (SSN) or Employer Identification Number (EIN)

NOTE: Our standard payment terms are 45 days net.

Would you like to discuss "pay upon approval" terms? Yes No

Accepted Payment Types Check Visa ACH

Certification: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number, AND I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND

I am a U.S. citizen or other U.S. person (including a U.S. resident alien), AND The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

Entity Designation (check only one type)

- Individual / Sole Proprietor
 Partnership, C Corporation
 S Corporation
 Limited Liability Company – Individual
 Limited Liability Company – Partnership
 Limited Liability Company – Corporation
 Government Entity
 Estate / Trust
 Organization Exempt from Tax – Nonprofit (under Section 501 (a)(b)(c)(d))

Exemption (See Instructions)

- Exempt payee code (if any)
 Exemption from FATCA Reporting Code (if any)

Services Provided Medical Legal

Hillsborough County Public Schools is committed to doing business with contractors, vendors and other suppliers who reflect the great diversity of our community. We encourage Small Business Enterprises to register with our Office of Supplier Diversity, (813) 635-1240. Please complete the following information:

Service-Disabled Veteran Yes No

Small/Small Local Business Enterprise

Yes No

Minority Classification

- African American
 Asian American
 Caucasian Female
 Hispanic American
 Native American

Majority Owner's Gender Female Male

Certified/Registered Agency (select most recent approval)

- City of Tampa
 FSMSDC (Florida State Minority Supplier Development Council)
 Hillsborough County
 State of Florida
 WBENC (Women's Business Enterprise National Council)
 Other

Jefferson Taylor

Vice President

727-504-2463

Printed Name

Title

Telephone Number



4/7/22

jdtaylor@ckproduce.com

Signature

Date

Email Address

3.1.5 Statement Of Qualifications. Please provide written responses to the following questions. If the answer to any of the questions is "Yes," the Proposer shall describe fully the circumstances, reasons therefore, the status, and ultimate disposition of each matter that is the subject of this inquiry. If additional space is needed for any question, please attach to this document.

Has Proposer been declared in default of any contract?

- Yes No: Has Proposer forfeited any payment of performance bond issued by a surety company on any contract?
- Yes No: Has an uncompleted contract been assigned by Proposer's surety company on any payment of performance bond issued to Proposer arising from its failure to fully discharge all contractual obligations there under?
- Yes No: Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
- Yes No: Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
- Yes No: Is Proposer 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: **License Sanctions.** On a separate sheet, list any regulatory or license agency sanctions. HCPS may perform a background check on any Proposer with all state and regulatory agencies.

X



Signature

Vice President

Title

Jefferson Taylor

Print Name

4/7/22

Date

[INTENTIONALLY BLANK]

3.1.6 Non-Collusion Affidavit.

STATE OF Florida

COUNTY OF Hillsborough

I state that Jefferson Taylor, Vice President of C-K Produce, Inc.

(Name and Title)

(Name of Proposer)

am authorized to make this affidavit on behalf of Proposer and its owner, directors, and officers. I am the person responsible for Proposer for the price(s) and amount(s) of this RFP, and the preparation of the Proposal. I state that:

- The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposer, or potential Proposer.
- Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this RFP, have been disclosed to any other firm, organization, or person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before Proposal opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a Proposal for the Agreement, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
- The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- C-K Produce, Inc. (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):

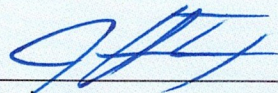
I state that I, and the named Proposer, understand and acknowledge that the above representations are material and important, and will be relied on by The School Board of Hillsborough County, FL for which this Proposal is submitted. I understand and the Proposer understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the The School Board of Hillsborough County, FL of the true facts relating to the submission of Proposals for the Agreement.

C-K Produce, Inc.

Company Name

Jefferson Taylor

Print Name

X 

Signature

4/7/22

Date

3.1.7 Payment Options.

3.1.7.1 P-Card. If box is checked, HCPS personnel may choose to use a P-card in place of a PO to make purchases from this solicitation. Unless exception is communicated to HCPS, the Contractor, by submitting a bid, agrees to accept the P-card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the P-card. Refusal to accept this condition may cause your bid to be declared as non-responsive.

I accept the Purchasing Card conditions stated in this solicitation. If yes, please check the level of reporting your firm offers its customers who utilize the P-Card:

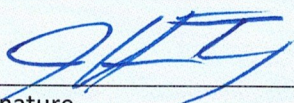
Level	Date	Supplier	Transaction Amount	Sales Tax	Customer-Defined Code	Line-Item Detail
<input type="checkbox"/> Level 1	X	X	X			
<input type="checkbox"/> Level 2	X	X	X	X	X	
<input type="checkbox"/> Level 3	X	X	X	X	X	X

3.1.7.2 Net Payment Options. Please check one:

Net 21 Days (E-Payables Option; Visa Virtual Credit Card). Contact Procurement Services for specific information for the E-Payable option. This option will require the use of credit cards through your financial institution and/or credit card processor.

NET 45 (Standard Payment Terms). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early-payment discount. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of one (1%) percent per month on the unpaid balance. HCPS provides payment to its OSD-registered vendors as Net 14 days with no cash discount.

1 % 21 Days, Net 45. (Discount for early payment; i.e.: 2% 21, NET 45). Invoices less agreed upon discount are paid in 21 days. *This option requires you to enter a discount percent.*

X 

 Signature

Vice President

 Title

Jefferson Taylor

 Print Name

4/7/22

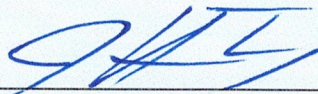
 Date

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3.1.8 Drug-Free Workplace Certification. HCPS shall provide tie bid preference to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by HCPS 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. HCPS shall establish procedures for processing tie bids if none of the tie bids have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 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.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 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.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X 

Signature

Vice President

Title

Jefferson Taylor

Print Name

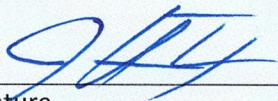
4/7/22

Date

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3.1.9 Scrutinized Company Certification. I hereby swear or affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant ss. 215.4725, 215.473, or 287.135, F.S.. Pursuant to s. 287.135, F.S. I further affirm that:

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

X 

Signature

Vice President

Title

Jefferson Taylor

Print Name

4/7/22

Date

[INTENTIONALLY BLANK]

3.1.10 Truth And Accuracy Statement. The signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby:

authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm, or corporation to furnish any HCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and

states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and

certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

"I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct."

X 

Signature

Vice President

Title

Jefferson Taylor

Print Name

4/7/22

Date

[INTENTIONALLY BLANK]

3.1.11 Byrd Anti-Lobbying Amendment Certification Form. TO BE SUBMITTED WITH EACH BID EXCEEDING \$100,000

The undersigned Proposer certifies to the best of his or her knowledge that:

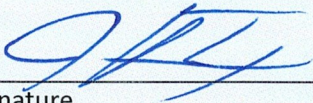
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

X 

Signature

Vice President

Title

Jefferson Taylor

Print Name

4/7/22

Date

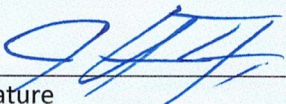
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3.1.12 Addenda And Bid Form. The signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

The proposer is not responsible for acknowledging the final HCPS-uploaded addenda (addenda provided after the Question Due Date) if the final addenda does not create a fundamental change to the proposal.

Receipt of the following Addenda are hereby acknowledged. (List all Addenda as follows):

Addendum No.	<input checked="" type="checkbox"/> 1	Dated:	<u>3/29/22</u>
Addendum No.	2	Dated:	_____
Addendum No.	3	Dated:	_____
Addendum No.	4	Dated:	_____
Addendum No.	5	Dated:	_____
Addendum No.	6	Dated:	_____
Addendum No.	7	Dated:	_____
Addendum No.	9	Dated:	_____

X 

Signature
Vice President

Title

Jefferson Taylor
Print Name

4/7/22
Date

[INTENTIONALLY BLANK]

School Board
 Nadia T. Combs, Chair
 Henry "Shake" Washington, Vice Chair
 Lynn L. Gray
 Stacy A. Hahn, Ph.D.
 Karen Perez
 Melissa Snively
 Jessica Vaughn



Superintendent of Schools
 Addison G. Davis

PROCUREMENT SERVICES

ADDENDUM TO COMPETITIVE SOLICITATION

March 29, 2022

Solicitation # and name.

Addendum #: 1

NOTICE TO ALL POTENTIAL RESPONDENTS

The above-referenced competitive solicitation is modified as set forth in this addendum. The original competitive solicitation documents and any previously issued addenda remain in full force and effect, except as modified by this addendum, which is hereby made part of the competitive solicitation. proposers must take this addendum into consideration when preparing and submitting their bid/proposal/quote/reply.

1. Questions and Answers

The following questions and answers are provided as a matter of information to clarify issues raised regarding the competitive solicitation. To the extent that changes to the competitive solicitation are required based on the questions received, the competitive solicitation has been modified as noted above in the competitive solicitation section of this addendum.

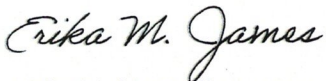
Item	Q&A	
A	Question	The bid calls for 2 deliveries per week to 31 sites. Will the district consider only 1 delivery per week to each of the 220 sites (with the exception of 2 deliveries per week to the Silo location) to be delivered with the District's mainline food deliveries?
	Answer	No. We have school sites that require two (2) produce deliveries per week due to limited cooler space.
B	Question	The bid calls for 7:00 am -12 pm delivery windows in the summer. Will the District consider deliveries to follow the summer delivery schedule days/ windows used for their mainline food deliveries?
	Answer	We typically only use fresh produce during the Summer Food Service Program at Silo Culinary. Fresh produce that is delivered to Silo Culinary comes from the awarded contractor for USDA Department of Defense produce. If any produce is ever used during the summer at open sites, it would be acceptable for it to be delivered with the mainline food order.
C	Question	<input checked="" type="checkbox"/> Statement of Work (Section Applicable To A Defined Project). This section appears to relate to construction contracts. Please confirm that this section is needed in the RFP response for the produce bid.
	Answer	You did not have to submit a Statement of Work.
D	Question	Do you have a list of schools or should we refer to the HCPS website?
	Answer	Please see Attachment B Current Delivery Sites - SNS

E	Question	Are universal gate keys provided to the awarded supplier for access to drive to the school for prompt in and out deliveries?
	Answer	No school or gate keys will be issued.
F	Question	Attachment A- column I- what week are we using for the current market?
	Answer	Proposers should use the week of March 28th.

This Addendum shall be construed and governed by the laws of the State of Florida.


BIDDER/PROPOSER/RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH YOUR BID/PROPOSAL/REPLY ON THE FORM PROVIDED IN THE COMPETITIVE SOLICITATION.

Sincerely,



Erika M. James, Procurement Officer

Acknowledgment of Addendum # 1 by Vendor. This addendum shall be completed by the Vendor and returned with their bid/proposal/quote/reply.



Signature

C-K Produce, Inc

Vendor Name

Jefferson Taylor

Name

Vice President

Title

4/7/22

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Florida Insurance Center, Inc.
INSURED: CK Produce, Inc.
CONTACT NAME: Brian Ludwig
PHONE: (813) 754-3561
INSURER(S) AFFORDING COVERAGE: Westfield Insurance Company, National Union Fire Insurance

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Motor Truck Cargo.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Hillsborough County Public School is listed as an additional insured with regards to the general liability coverage and auto liability coverage. Coverage is primary and non-contributory.

CERTIFICATE HOLDER CANCELLATION

Certificate Holder: Hillsborough County Public School, Business Division. Cancellation text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative: Dennis M. Brumley

Nadia T. Combs, Chair
Henry "Shake" Washington, Vice Chair
Lynn L. Gray
Stacy A. Hahn, Ph.D.
Karen Pérez
Melissa Snively
Jessica Vaughn



Superintendent of Schools
Addison G. Davis

March 1, 2022

Solicitation Number and Name. 22079-DST-EJ Fresh Produce

Purpose. Public notice is hereby given that Hillsborough County Public Schools ("HCPS" or the "District") on behalf of The School Board of Hillsborough County, Florida (the "School Board") has issued this competitive solicitation for the goods and services in Section 5. TAB 2. SPECIFICATIONS.

Questions Due Date. Tuesday, March 29, 2022, at 12:00 PM

Bid Due Date. Tuesday, April 12, 2022, at 3:00 PM

Tentative Award Date. June 7, 2022

Bid Submittal. ELECTRONIC COPY SUBMITTAL. PROPOSER MUST SUBMIT THEIR BID VIA UPLOAD at WWW.MYVENDORLINK.COM. HCPS no longer accepts paper submittals. The Proposer is solely responsible for the submittal of their Proposal through VendorLink no later than the time and date specified in the solicitation or subsequent addenda. The Proposer must allow adequate time to upload their submittal on VendorLink. The Proposer is responsible to contact VendorLink technical support at support@eVendorLink.com if technical difficulties arise during submission of the Bid. HCPS shall not be responsible for delays caused in any occurrence and shall reject Proposals submitted via any other means. The Proposer must transmit their Proposal electronically via VendorLink at www.myVendorLink.com. Acceptable file formats for upload are Microsoft Excel (XLS or XLSX), Adobe Portable Document Format (PDF), or .ZIP file formats and printing must be enabled on all files submitted.

VendorLink. HCPS will post all solicitations and supporting documents on www.myVendorLink.com. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each Proposer must have a current vendor application on file with VendorLink to conduct business, receive updates and addenda, and ask questions under any HCPS solicitation. HCPS may disqualify a Proposer for failure to comply with this condition. For technical support contact the Vendor Registration Helpdesk via email at support@eVendorLink.com for additional registration questions.

Lobbying/Cone of Silence. The Cone of Silence, HCPS policy 6320 – Procurement, prohibits any communication regarding an active competitive solicitation between any HCPS employee or Board member and any third party, representative, or lobbyist of that party, in effect from the time of the release of the competitive solicitation until the contract is awarded by the Board.

Notice. Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to this solicitation and to each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the "Proposer") submitting a response ("Proposal"), to have assented to these conditions by the act of responding to this solicitation and acceptance of a request for purchase via duly issued purchase order (PO). Prior to the solicitation due date. During the active solicitation process, HCPS may incorporate additional conditions, without limitation, referenced as addendum, attachment, appendix, or exhibit. Any conflict in terms between any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence. addenda, answers to questions on www.myVendorLink.com, appendix, attachment, exhibition, and the solicitation. Unless specifically stated, the terms and conditions in this solicitation are nonnegotiable. HCPS may reject any Proposal that fails to accept the stated terms and conditions as "non-responsive."

1.1 BACKGROUND

Hillsborough County Public Schools, Florida ("HCPS" or the "District") is a political subdivision organized under Section 4, Article IX, of the State Constitution and Florida Statutes. HCPS, which is coterminous with Hillsborough County, is the nation's seventh largest school system. HCPS presently has 235 PreK-12 schools, specialty centers and technical colleges with approximately 225,000 students and approximately 24,000 employees. Management of HCPS is independent of metropolitan and city governments. The School Board of Hillsborough County, Florida (the "School Board"), a public corporation existing under the Laws of the State of Florida, is the policy-making body of HCPS. The School Board consists of seven members elected by geographic area. Among other duties, the School Board has broad financial responsibilities, including the approval of the annual budget, which for the 2019/2020 fiscal year is approximately \$3 billion. The Chief Executive Officer is the Superintendent of Schools, Mr. Addison Davis, appointed by the School Board, who is responsible for all financial transactions and records of HCPS.¹

1.1.1 Vision. Preparing Students for Life.

1.1.2 Mission. To provide an education and the supports that enable each student to excel as a successful and responsible citizen.

1.1.3 Definitions. Whenever the following terms are used, its intent and meaning shall be as follows:

- **Addendum.** All written or graphic instruments issued prior to the date for opening of the proposal, which modify or interpret the solicitation by additions, deletions, corrections, or clarifications.
- **Awarded Vendor.** The term "Awarded Vendor" refers to any type of business entity awarded by The School Board of Hillsborough County, Florida or approved by Hillsborough County Public Schools in accordance with a proposal submitted by that organization in reply to any HCPS competitive solicitation.
- **Contract.** The term "agreement" or "contract" includes this competitive solicitation, all related addenda, and answers to questions via www.myVendorLink.com, the Proposal, all mutually agreed amendments, and subsequent renewals covering the provision of goods and services herein.
- **Competitive Solicitation.** The term "competitive solicitation" shall be defined for the purposes of this rule to include purchasing made through the issuance of this invitation to negotiate (competitive solicitation).
- **Default.** The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform as agreed.
- **Florida Statutes (F.S.).** The Florida Statutes are the codified, statutory laws of Florida; it currently has 48 titles.
- **Procurement Officer.** HCPS contracting personnel, as identified in the cover sheet of all competitive solicitations.
- **Proposer.** "Proposer" shall include those vendors submitting a proposal to this competitive solicitation.

¹ Current information provided by the Communications and Media Officer on 01/07/2020.

- **Renewal.** A renewal allows for the continued contracting with the same contractor for an additional contract period after the initial term of the contract, only if pursuant to contract terms specifically providing for such renewal.
- **Request for Proposals.** Per 6A-1.012(1)(e) Purchasing Policies, shall be defined as a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for HCPS to specifically define the scope of work for which the goods, group of goods and services is required and when the school board is requesting that a responsible vendor propose a good, group of goods, or service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- **Services/Work.** References to “services” or “work” are used interchangeably to identify the HCPS-assigned task or project
- **Small Business Enterprise (Woman/Minority/Service-Disabled Veteran Owned Business) (SBE).** An HCPS Office of Supplier Diversity certified small, woman, minority, disabled veteran-owned small business enterprise.
- **Subcontractors.** Proposer understands that, as a prime contractor, said contractor is responsible for all actions taken by its subcontractors and shall bare all liability for the subcontractors’ action under the Agreement. HCPS must pre-approve each subcontractor and must follow all of Contractor’s requirements herein. All Contractor’s requirements and references to Contractor herein shall apply to all HCPS approved subcontractor(s). The subcontractor includes any organization whom Contractor utilizes for the provision of goods and services subject to the Agreement. The Contractor must notify HCPS for prior approval as to the use of any subcontractor. The subcontractor must adhere to Contractor’s obligations and Contractor shall remain responsible for the subcontractor’s actions.
- **Superintendent.** The term “superintendent” shall mean the District “superintendent or designee.” For the purposes of this solicitation, the General Manager of Procurement Services will serve as the designee.
- **Vendor.** The term “vendor” shall apply to any business entity or organization that sells goods and services to achieve certain commercial goals.
- **VendorLink (www.myVendorLink.com).** The electronic bidding system used to solicit and receive competitive solicitation responses for HCPS. Contact the Vendor Registration Helpdesk via email at support@eVendorLink.com for additional registration questions.

The following General Terms and Conditions are incorporated and applicable to all Hillsborough County Public Schools (HCPS)-issued competitive solicitations and to each purchase made by any authorized method of acquisition. HCPS shall deem that each organization or entity (the “Proposer”) submitting a bid response (“Proposal”), to have assented to these non-negotiable conditions by the act of responding to this competitive solicitation (solicitation) and acceptance of a request for purchase via duly issued purchase order (PO). Prior to the solicitation due date. During the active solicitation process, HCPS may incorporate additional conditions, without limitation, referenced as Addendum, Attachment, Appendix, or Exhibit. Any conflict in terms between any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence: addenda, answers to questions on www.myVendorLink.com, appendix, attachment, exhibition, and the solicitation. Unless specifically stated, the terms and conditions in this solicitation are nonnegotiable. HCPS will reject all Bids that fail to accept the stated terms and conditions as "non-responsive."

1.2 LEGAL

The Contractor must be knowledgeable of and in compliance with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and Board Policy (www.sdhc.k12.fl.us/policymanual/policy/7) that may affect the provision of goods and services covered herein. The Contractor’s lack of knowledge shall not be a cause for relief from responsibility.

1.2.1 Governing Law, Jurisdiction, and Venue. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida other than its conflict of laws principles. The parties agree that if any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the state or federal courts located in Hillsborough County, Florida, and the parties shall submit to the exclusive jurisdiction of

such courts and waive any and all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under this Agreement.

1.2.2 The Jessica Lunsford Act (JLA). Per ss. 1012.465 and 1012.467, F.S., the "Jessica Lunsford Act," a Contractor who meets any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department, or where designated by HCPS. Those Contractor's employees are required to be in possession of the statewide JLA (blue) badge and the HCPS (yellow) badge to access HCPS sites. Site personnel will deny access to a Contractor who violates this requirement. The following exemptions may apply:

- A law enforcement officer, as defined in s. 943.10 (1), if assigned or dispatched to HCPS grounds by their employer.
- An employee or medical director of an ambulance provider licensed pursuant to chapter 401, who is providing services within the scope of part III of chapter 401 on behalf of such ambulance provider.
- Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height.
- Non-instructional contractors who provide pick-up or delivery services and those services involving brief visits on school grounds when students are present.

1.2.3 Protest. Any protest concerning bid specifications, a decision, or intended decision pursuant to this solicitation shall be made in accordance with § 120.57(3) F.S. and Board Policy chapter 6320 (Bid Protest). Questions to Procurement Services, Board member, or any HCPS employee shall not constitute formal notice of a protest. HCPS shall post Board recommendations and tabulations for this solicitation on www.myVendorLink.com. It shall be the sole responsibility of each Proposer to review this solicitation on VendorLink. HCPS will not mail tabulations, recommendations, or notices.

A Proposer who wishes to file a bid protest must file such notice and follow procedures prescribed by s. 120.57(3), F.S., for resolution 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. For solicitations by Procurement Services, the notice must be filed with the General Manager of Procurement Services, 901 East Kennedy Boulevard, Tampa, Florida 33602.

Any person who files an action protesting a decision or intended decision pertaining to a solicitation pursuant to s. 120.57(3)(b), F.S., shall post, at the time of filing the formal written protest that states, with particularity, the facts and law upon which the protest is based. A bond payable to the School Board in an amount of five (5%) percent of the lowest accepted bid for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the School Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the School Board all costs excluding attorney's fees.

Failure to file a protest within the time prescribed in § 120.57(3) b, F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

1.2.4 Florida Department of State, Division of Corporations Registration Requirements. Proposers that 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 written documentation of "active" status. All registered proposers must have an active status in order to be eligible to do business with HCPS. Proposer doing business under a fictitious name must submit their proposal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

1.2.5 Severability. In case of any one or more of the provisions contained in this solicitation shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability,

unlawful, or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, unlawful, unenforceable, or void provision had never been included herein.

- 1.2.6 Fair Labor Standards Act (“Hot Goods”).** The proposer certifies that the production of the provided goods and services shall be compliant with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
- 1.2.7 Student Confidentiality.** Any records, materials, documents or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of goods and services for HCPS are confidential and shall not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the contract with HCPS, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law if the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure. The Contractor agrees to not remove from HCPS premises, except as a contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS. Upon contract expiration, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records which are in the Contractor's possession or control and which are confidential information as defined in the Agreement. The Contractor's failure to comply with the provisions of the Agreement pertaining to confidential information is a breach of the Agreement and may result in the termination of the contract and further legal action against contractor. The provisions of the Agreement pertaining to confidential information shall survive termination of the contract between HCPS and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS because due to the Contractor's breach of the confidentiality provisions of the Agreement. The contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain further breach of the Agreement or to prevent unauthorized uses or disclosures of confidential information by the Contractor.
- 1.2.8 Tax Exemption.** HCPS is exempt from federal and state taxes for tangible personal property. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. The Sales Tax Exemption Form is available for download at <https://www.sdhc.k12.fl.us/doc/163>. Note, the contractor cannot claim exemption from taxes for materials to fulfill its contractual obligations to HCPS. HCPS shall not authorize the use HCPS' tax exemption number to purchase such materials.
- 1.2.9 Public Records Laws.** The Contractor acknowledges that the Agreement and all documents submitted to The School Board of Hillsborough County, Florida related to the Agreement are a matter of public record and are subject to the State of Florida Public Records Law Ch. 119 F.S., Art. I s. 24, of the State Constitution, and any other comparable federal laws. The Contractor further acknowledges that HCPS may post the Agreement on The School Board of Hillsborough County, Florida website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS pursuant to s. 119.0701 F.S., the Contractor shall:
- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
 - provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in s. 119 F.S. or as otherwise provided by law, and

- Hillsborough County Public Schools Page 7 of 37 Appendix A: General Terms and Conditions (Rev. 06/05/19) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and
- can provide all electronically stored records in a format that is compatible with the HCPS information technology systems

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT PHONE: (813) 272-4060, EMAIL: PRR@SDHC.K12.FL.US, 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602.

1.2.10 Discrimination. The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part.

1.2.10.1 Statement of Assurance. The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Agreement. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

1.2.10.2 Americans with Disabilities Act. Any Proposer submitting a Proposal to HCPS for the provision of goods and services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. All contractors and subcontractors providing goods and services must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

1.2.11 Vendor Sanctions. The Proposer certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. HCPS may, by written notice to the Contractor, immediately terminate the Agreement if HCPS determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

1.2.11.1 Public Entity Crimes (§287.133(2)(A)). "A person or affiliate who has been placed on the convicted vendor(s) list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods and services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a vendor(s), supplier, subcontractor(s) 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 Florida Statute 287.01 7 for category two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor(s) list."

1.2.11.2 Convicted and Discriminatory Vendor Lists (ss. 287.133(2)(a) and 287.134, F.S., and Rule 60A1.006 (1), F.A.C.). A person or affiliate who has been placed on the State of Florida Discriminatory Vendor List or the Convicted Vendor List: following a conviction for a public entity crime may not submit a Bid on a contract to provide goods and services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

1.2.11.3 Bankruptcy. At the time of Proposal submission, the Proposer 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 Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCPS may, at its option, terminate the contract.

1.2.11.4 Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Contractor is considered a violation for §274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

1.2.11.5 Scrutinized Companies Lists/Business Operations in Cuba or Syria. Per the provisions of s. 287.135 F.S., 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 Section List, created pursuant to s. 215.473 F.S., or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a Bid for, or enter into or renew a contract with an agency or local governmental entity for goods and services exceeding one-million dollars. The Proposer certifies by submission and signature of this Proposal that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or been engaged in business operations in Cuba or Syria. Any contract for goods and services of \$1,000,000 or more may be terminated at the option of the awarding body if the company is found to have submitted false certification or been placed on either of these lists or been engaged in business operations in Cuba or Syria.

1.3 HCPS' RIGHTS

This solicitation will comply with all applicable HCPS policies, federal, state, and local laws. HCPS reserves the right to qualify Proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS is therefore not bound to accept a Proposal solely based on lowest price. In addition, HCPS at its sole discretion, reserves the right to cancel, recall, or reissue all, or parts of the solicitation, to reject any Proposal, to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. Furthermore, HCPS reserves, but not limited to, the following rights:

- A Proposer's past performance may be used in the evaluation of this solicitation.
- Reject any or all the Proposals; and
- issue subsequent solicitation for the same statement of work; and
- cancel the entire solicitation; and
- remedy solicitation errors; and
- reduce the scope of work (if deemed in HCPS' best interest and at HCPS sole discretion); and
- appoint evaluation committees to review Proposals; and
- seek the assistance of technical experts to review Proposals; and
- approve or disapprove the use of subcontractors and suppliers; and
- award a contract to one or more (or none) of the Proposers; and
- accept other than the lowest priced Proposal; and
- waive informalities and irregularities in Proposals; and
- award a contract without discussions or negotiations; and

- disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer; and
- this solicitation does not commit HCPS to enter a contract nor obligate HCPS to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a contract.

1.3.1.1 Submittal Confidentiality. Pursuant to s. 119.071(1) (b) 2, F.S., proposals received by HCPS pursuant to a competitive solicitation are exempt from ss. 119.07 (1) and 24 (a), Art. I of the State Constitution until HCPS provides notice of an intended decision or until thirty (30) days after receipt of the proposals, whichever is earlier. All proposal evaluation meetings and discussions with the Proposer shall be subject to § 286.0113, F.S.

1.3.1.2 Submittal Rejection. HCPS, at its discretion, may reject any, or part(s) of any proposal; advertise, postpone, or cancel, at any time, the competitive solicitation process, or waive any irregularities in the solicitation in the proposal received. HCPS also reserves the right to request clarification of information from any Proposer.

1.3.1.3 Alternative Purchasing Options (Non-Exclusivity). This solicitation does not establish an exclusive arrangement between HCPS and the Contractor. Additionally, HCPS reserves the following additional unrestrictive rights:

- Use additional vendors to provide the goods and services, or deliver the same or related products, as described herein when it is to the economic benefit of HCPS; and
- Propose any work, products, or services as described herein when it is to the economic benefit of HCPS; and
- May purchase items on this solicitation from any State of Florida public entity, the General Services Administration (GSA), Bay Area Schools Purchasing Council (BASPC), or any purchasing cooperative that serves school districts; and
- Generate emergency purchases from the next highest-ranked Proposer(s); and
- Generate additional purchases due to the Contractor’s inability provide the goods and services under the requested timeframe.

1.3.1.4 Purchases by Other Public Agencies. In accordance with the State of Florida Department of Education (FLDOE) Purchasing Rule 6A-1.012 (6), in lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid contracts, when the Proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

1.3.1.5 Purchases from Other Public Agencies (within Hillsborough County). In accordance with Laws of Florida, Chapters 69-1112 and 69-1119, any public agency or authority existing within Hillsborough County that may desire to purchase goods and services under a contract, entered into pursuant to law by any other political subdivision, such authority existing within Hillsborough County may purchase the goods and services at the contract price. Submission of a Proposal in response to this solicitation also constitutes a Bid under the same contract conditions and at the same contract price, during the effective period of the contract, to all the other public entities there listed (Governmental Purchasing Council of Hillsborough County). Each member of the Governmental Purchasing Council of Hillsborough County will issue their own purchase orders, issue payments, and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

- | | |
|-------------------------------------------|-----------------------------------------------|
| • Children’s Board of Hillsborough County | • Hillsborough County Clerk of Courts |
| • City of Plant City | • Hillsborough County Property Appraiser |
| • City of Tampa | • Hillsborough County Sheriff |
| • City of Tampa Housing Authority | • Hillsborough County Supervisor of Elections |
| • City of Temple Terrace | • Hillsborough County Tax Collector |

- Hillsborough Area Regional Transit
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Office of the State Attorney, Hillsborough County, FL
- Tampa Hillsborough Expressway Authority
- Tampa Palms Community Development
- Tampa Sports Authority

1.3.2 Contract Termination & Default. In accordance with Board Policy chapter 6320 - Procurement Procedures, Suspension or Debarment, the General Manager of Procurement Services may debar contractors for a defined period from bidding on or performing as a subcontractor on any HCPS contract. The suspended or debarred contractor may request removal from suspended or debarred status after the expiration of the suspension or debarment period. The General Manager of Procurement Services shall have the authority to suspend or debar any contractor for the following:

- default on awarded contract; or
- violation of contract terms and conditions without cure or remedy; or
- default of any payment or other monies due to HCPS; or
- conviction of fraud or criminal acts while performing as a contractor on any contracts, even those not associated or written by HCPS; or
- consistent past performance record of habitual or continuous unsatisfactory performance, safety violations, failure to adhere to the Jessica Lunsford Act, as defined in the contract, repeated violations of any contract provisions, or delinquent performance by the Contractor; or
- possession of firearms on HCPS property; or
- violation of Federal or State law and any applicable HCPS policy regarding Drug-Free Workplace (will be subject to the immediate termination of any contract)

1.3.2.1 Termination for Convenience. HCPS shall have the right to terminate the Agreement, with or without cause, upon written notice of such termination provided not less than 30 days prior to the date that such termination is to be effective, or with such lesser notice as HCPS may deem appropriate under the circumstances. If HCPS elects to terminate the Agreement without cause, HCPS shall compensate the Contractor for all satisfactory goods and services provided prior to the date of termination. If a notice of termination is given, the Contractor agrees to abide and perform all covenants and provisions of the Agreement until the date of the termination specified in the written notice of termination. The Contractor shall have no further rights, and HCPS shall have no further obligation to the Contractor, after the date of termination of the Agreement as specified in the written notice. HCPS may discontinue the provision of goods and services to any HCPS site as it deems necessary, that portion of the contract shall be void for the said site.

1.3.2.2 Non-Appropriation of Funds (Funding Out). It is understood and agreed between the parties hereto that HCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the contract, HCPS will notify the Contractor of such occurrence and the contract must terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS.

1.3.2.3 Termination for Cause. HCPS will periodically inspect goods and services to ensure that the Contractor meets all requirements. HCPS reserves the right to terminate the Agreement for cause, which shall include without limitation the Contractor's failure to comply with any provision of the Agreement. Prior to the district terminating a contract, the General Manager of Procurement Services or designee may initiate an internal review of the situation; HCPS may invite the Contractor to participate. If HCPS determines that grounds exist to declare the Contractor in default, the Superintendent or designee shall provide the Contractor written notice of default and termination, making specific

reference to the provision(s) that gave rise to the breach. Inaction by HCPS to exercise its rights is not a waiver of such rights. HCPS may notify the Contractor as follows:

- Initial Cure Notice. An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCPS. Within ten (10) days upon receipt of notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.
- Second Notice. A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or goods and services not meeting specifications contained herein and the Contractor shall cease with the provision of goods and services. In such event, HCPS shall pay the Contractor only for satisfactory goods and services. The Contractor and its sureties may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.
- If Performance Security Was Required. HCPS may elect to execute the performance security as liquidated damages.
- If Performance Security Was Not Required. The Contractor shall pay HCPS, as liquidated damages, an amount equal to five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount, then the amount due is five (5%), percent of the remaining value of the contract. The Contractor's failure to pay the liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for a period of not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the General Manager of Procurement Services. Thereafter, the Contractor may request reinstatement to the active bidders list. Upon contract cancellation, HCPS reserves the right to award the contract to the lowest responsive, responsible Bidder (ITB only) or the responsible Proposer(s) offering the next highest rated Proposal for the unexpired term of the Agreement or publish a new competitive solicitation, as deemed to be in HCPS' best interest.

1.3.2.4 Force Majeure. No default, delay, or failure to perform on the part of the either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

1.4 CONTRACTOR'S OBLIGATIONS

The Contractor shall keep HCPS fully informed as to the progress of the provision of goods and services. The Contractor may do so not only through regularly issued progress reports, cost reports, and minutes, but also through close liaison between such designated HCPS personnel. The Contractor shall submit to HCPS minutes of any meetings attended by the Contractor and HCPS relating to the goods and services within (10) business days following such meetings.

1.4.1 Non-Collusion. The Proposer shall certify by completing and executing a Non-Collusion Affidavit, attached hereto as Non-Collusion Affidavit in Section 3. Required Forms, that they are not related to any of the parties bidding in the competitive solicitation, and that the Proposal is genuine and not a sham or is collusive or made in the interest of or on behalf of any person not named in the Non-Collusion Affidavit. The Proposer must also certify that they have not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing. The Proposer shall further certify that they have not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

1.4.2 HCPS Procurement Policy (6320). HCPS Procurement Policy (www.sdhc.k12.fl.us/policymanual/) is incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. HCPS Procurement Policy binds the Contractor, by participation in this solicitation, in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

- 1.4.3 Subcontractors.** The Contractor is responsible for performance and meeting all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any sub-contractor(s) used to satisfy performance herein and ensure that the subcontractor(s) are qualified, insured, and that subcontractor's employees meet all requirements set forth herein.
- 1.4.4 Assignment.** The Contractor, whether under separate contract or not, shall not assign any part or whole of the Agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS. HCPS may transfer the Agreement to any successor performing the same functions. The parties acknowledge that HCPS may transfer any or all its interest in the Agreement to any successor of HCPS.
- 1.4.5 Licenses & Taxes.** The Contractor shall remain compliant with all federal, state, and local regulations as to licenses, permits, and tax obligations required for the operation of the Contractor's business activities.
- 1.4.6 Bid Cost.** All expenses involved with the preparation and submission of the Proposal to HCPS, or any services performed in connection therewith, shall be borne by the Proposer. HCPS shall not provide payment for any submittals received, or for any other effort required of or made, or expenses incurred by the Proposer.
- 1.4.7 Accounting & Invoicing.** In accordance with the Florida Prompt Payment Act (ss. 218.70218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early-payment discounts. All payments due and not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one (1%) percent per month on the unpaid balance.
- 1.4.7.1 Purchase Order (PO) Number.** All accounting and invoicing correspondence must reference an HCPS PO number. HCPS may generate Individual purchases via blanket or multiple POs against the contract as item(s) are required.
- 1.4.7.2 Offered Prices.** All pricing shall be based on FOB Destination and will include all packaging, handling, and shipping charges. HCPS is exempt and does not pay Federal Excise and State of Florida sales taxes.
- 1.4.7.3 Invoice Submittal.** The Contractor shall submit an original invoice to HCPS' Accounts Payable Department. P.O. Box 3408, Tampa, Florida, 33601-3408. Per s. 287.058(1)(a), F.S.: bills for fees or other compensation for services or expenses shall be submitted with enough detail for a proper pre-audit and post-audit thereof.
- 1.4.7.4 "Duplicate" or "Copy" Invoice.** All service contracts require a duplicate invoice, identified as a "duplicate" or "copy" to the ordering department or designated project leader.
- 1.4.7.5 Payment Assignment.** Any PO or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with prior written approval by HCPS Procurement Services.
- 1.4.7.6 Request for Payment.** The Contractor, unless under mutual written contract, shall provide invoices that will include all scheduled services, products purchased, and services completed during the previous 1-month period. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and s. 837.06, F.S., pertaining to false official statements.
- 1.4.7.7 Excess Funds.** A Contractor who receives funds paid by HCPS under this Agreement shall promptly notify HCPS of any funds erroneously received from HCPS upon discovery of erroneous payment or overpayment. The excess funds must be refunded to HCPS with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under s. 55.03, F.S., applicable at the time the erroneous payment or overpayment was made by HCPS.
- 1.4.7.8 Stop Work Order.** HCPS may at any time by written notice to the Contractor stop all or any part of the services for this solicitation. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. HCPS may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and the price or terminate the work in accordance with the provisions of the solicitation terms and conditions.

1.4.7.9 Deliveries. HCPS shall provide payment for deliveries on a per order basis and delivery shall be to any point within Hillsborough County, Florida to a secure area or inside delivery, as requested by the school site.

1.4.7.10 Travel Expenses. Per s. 287.058(1)(b), F.S.: bills for HCPS-approved travel expenses will be reimbursed only if expressly authorized by the contract terms. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.

1.4.8 Right to Audit Provisions. The Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor's files and any other supporting evidence necessary to substantiate payments and income related to the Agreement (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCPS authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of his/her payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with the Agreement.

For such audits, inspections, examinations, and evaluations, the HCPS authorized representative shall have access to the records from the effective date of the Agreement, for the duration of the work, and until five (5) years after the date of the Contractor's final payment pursuant to the Agreement. All payments which cannot be documented as paid as required by the contract and found not to follow the provisions of the Agreement, shall be reimbursed to HCPS.

The HCPS agent or its authorized representative shall have access to the Contractor's facilities, all necessary records, and shall be provided adequate and appropriate workspace to conduct audits in compliance with this section. The HCPS authorized representative shall give the Contractor reasonable notice of intended audits.

The Contractor shall certify that payments are accurate and correct on each payment. If an audit reveals a discrepancy, such as an over payment, the Contractor must reimburse HCPS for the discrepancy with a minimum of 18% per annum interest.

If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) by HCPS to the Contractor of more than 10% of the total payments, the actual cost of HCPS's audit shall be paid by the Contractor in addition to the overpayments by HCPS.

1.4.9 Conflict Of Interest. The award made pursuant to this solicitation is subject to the provisions of ss. 112.313(3), 112.313(7), Part III Code of Ethics, F.S., and Board Policy 6460.01 – Conflict of Interest. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their duties and responsibilities in the school system. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of students, or clients during their employment with HCPS.

- Employees shall not make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- HCPS shall not enter a contract knowingly with any supplier of materials, supplies, and services to HCPS that any Board member or the Superintendent has any material interest. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which she/he is the author, and which has been properly approved for use in HCPS' schools.
- Any employee who knowingly is in a capacity to influence, approve, or cause the purchase of any item to the School Board that can render him/her, or an immediate relative personal gain must immediately disclose that fact. Any violation of these policies by an HCPS employee shall be subject to disciplinary actions up to and including termination of employment.

1.4.10 Personnel Qualifications/Behavior. The Contractor will provide a written list of, and qualifications, of new or additional people working under the Contract for approval prior to the provision of goods and services under this Agreement.

1.4.10.1 Personnel Appearance & Conduct. The Contractor's staff members are to present a professional appearance Personnel shall be neat, clean, well groomed, if applicable properly uniformed, and conduct themselves in a respectable and courteous manner.

1.4.10.2 Uniforms. If applicable, employees shall wear a recognizable uniform, no hats indoors. Each employee, performing services for HCPS, must carry a government issued picture ID and be presented upon request while on HCPS property.

1.4.10.3 Tobacco Products. Per Board Policy 7434 - Tobacco-Free Environment, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco. HCPS prohibits the use of tobacco within any indoor facility owned, leased, contracted for, or used by the School Board, including outdoor areas (practice fields, playgrounds, athletic fields, stadiums, venues, and all open areas owned, leased, contracted for, or used by the School Board. HCPS also prohibits the use of tobacco by a passenger in any vehicle owned or operated by the School Board, including, but not limited to, school buses, vans, trucks, station wagons, and cars.

1.4.10.4 Disruptive Behavior. The Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.

1.4.10.5 Site Security. The Contractor's personnel must coordinate with the site's front office or security personnel and shall be properly identified and must sign-in and sign-out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

1.4.10.6 The Contractor's Tools and Equipment. The Contractor is solely responsible for safeguarding its own materials, tools, and equipment while at an HCPS site. HCPS shall not assume any responsibility for vandalism or theft of the Contractor's materials or property.

1.4.10.7 Firearms & Narcotics. HCPS will not tolerate the possession of firearms and narcotics while on HCPS property; nor violations of Federal and State laws and any applicable HCPS policy regarding Drug Free Workplace. Violators will be subject to the immediate termination of any contract resulting from this solicitation.

- "Firearm" shall mean any weapon (including a starter gun or antique firearm) which can, is designed to, or may readily, be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- No person who has a firearm in their vehicle may park their vehicle on HCPS property.
- If any employee of a Contractor or its subcontractor brings a firearm on HCPS property, the Contractor or subcontractor will terminate said employee from the HCPS contract. HCPS shall terminate the contract if Contractor or its subcontractor fails to remove said employee from the Agreement.

1.5 HAZARDOUS MATERIALS

THIS SECTION APPLIES TO ALL VENDORS WHOSE GOODS AND SERVICES ENABLE OR REQUIRE THE PROVISION OR USE OF HAZARDOUS MATERIALS.

- The HCPS Safety (Safety Office) Office will monitor and enforce compliance by all contractors and sub-contractors that provide HCPS with goods and services. It is HCPS intent that all contractors and sub-contractors shall at no time cause unsafe conditions or acts that may affect the safety and health of students, employees, or visitors to HCPS operations.
- HCPS may require the Contractor to supply a written copy of their Safety Program/Manual for review after contract award and may conduct periodic review of the Contractor's safety manual and operations.

- Contractors and their employees, including sub-contractors, performing work under the terms of the Agreement will follow safe working practices always, as well as comply with all Federal, State, Local, and HCPS safety policies and procedures, including the operation of vehicles and equipment on HCPS-owned property.
- The Contractor must report any accident, injury, or incident occurring on HCPS property to the District Safety Office.

1.5.1.1 Safety Data Sheets (SDS). In compliance with Chapter 442, F.S., any item delivered or used when providing services under the Agreement must have a published SDS.

1.5.1.2 The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)). The HCS, revised in 2012, requires that the chemical manufacturer, distributor, or importer provide Safety Data Sheets (SDS) (formerly MSDS or Material Safety Data Sheets) for each hazardous chemical to downstream users to communicate information on these hazards. The information contained in the SDS is largely the same as the MSDS, except now the SDS is required in a consistent user friendly, 16-section format. The SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. The information contained in the SDS must be in English and Spanish. In addition, OSHA requires that SDS preparers provide specific minimum information as detailed in Appendix D of 29 CFR 1910.1200. Sections 1 through 8 contain general information about the chemical, identification, hazards, composition, safe handling practices, and emergency control measures (e.g., firefighting). This information should be helpful to those that need to get the information quickly. Sections 9 through 11 and 16 contain other technical and scientific information, such as physical and chemical properties, stability and reactivity information, toxicological information, exposure control information, and other information including the date of preparation or last revision. The SDS must state the lack of applicable information found when the preparer does not find relevant information for any required element. The SDS must also contain Sections 12 through 15, to be consistent with the UN Globally Harmonized System of Classification and Labeling of Chemicals (GHS), but OSHA will not enforce the content of these sections because they concern matters handled by other agencies. Each SDS Must be written in English and Spanish; and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided regarding:

- the physical and chemical characteristics of the hazardous chemical; and
- known acute and chronic health effects and related health information; and
- exposure limits; and
- whether the chemical is a carcinogen as identified by the National Toxicology Program (NTP), International Agency for Research on Cancer (IARC) or the Occupational Safety and Health Administration (OSHA), emergency first aid procedures; and
- the identification of the organization responsible for preparing the SDS.

1.5.1.3 Hazardous Material. The Safety Office defines Hazardous Material as, "Any material or substance for which there is sufficient data to indicate a reasonable risk to physical and environmental health." These substances, classified as poisonous, toxic, corrosive and flammable, explosive, radioactive, or otherwise have any warning on the product label. The Contractor must:

- provide current and legible SDS to the Safety Office for each hazardous material they may use at an HCPS site at least five (5) working days prior to use; and
- provide its safety plan (precautions needed by the Contractor's employees); and
- maintain a copy of the approved SDS at the job location.
- After review by the Safety Office, HCPS may provide the Contractor a stamped SDS, as approved, approved with or without restrictions, or not approved.

1.5.1.4 Approval of Hazardous Materials. Prior to the Contractor's use, the Safety Office must approve all hazardous materials. The Contractor must submit all requests for product approval to the Safety Office, at 4224 W. Crest Avenue,

Tampa, Florida 33614. Telephone (813) 872-5263, Facsimile (813) 356-1471. The Contractor using the product must follow any identified restrictions. The Contractor's use of any product at an HCPS site must be in accordance with the manufacturer's instructions and applicable HCPS Policies. Sites where no students or employees are present do not require approval, provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.

1.5.1.5 Contractor's Use of Product. Product approval for use by HCPS employees does not constitute an automatic approval for use by the Contractor for all applications. The Safety Office must specifically approve each product used by the Contractor and must be specifically approved for each HCPS assignment.

1.5.1.6 HCPS Employee Use of Products. The Contractor (prior to use by HCPS employees) must submit the approved SDS to the HCPS supervisor and ensure filing of the SDS in the worksite's SDS Book (even if approved for use by the Contractor).

1.5.1.7 Rejection of Hazardous Materials. HCPS may ban certain products for use in HCPS to prevent any incidence of exposure to students or employees. HCPS may apply restrictions to the use of certain materials to reduce or eliminate the incidence of exposure.

1.5.1.8 Product Removal. The Contractor is responsible for removal of all materials used on projects immediately upon completion. The Contractor must list all materials left for HCPS use on a manifest identifying the container type, amount, and where located. The HCPS employee that originated the service or contract shall sign the manifest and deliver to the District Safety Office.

1.5.1.9 Hazard Notification-Asbestos Containing Materials (ACM) and Lead Based Paint (LBP). ACM and LBP are present in many HCPS buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, it may be hazardous to disturb ACM and LBP. The Contractor must contact the Safety Office prior to commence any work that may affect ACM or LBP materials.

1.5.1.10 Unsafe Conditions. The Contractor will:

- perform work under the terms of the Agreement will follow the best environmental working practices always; and
- not cause any unsafe conditions or perform acts that could have an impact on the safety and health of students, employees, or visitors to HCPS operations; and
- comply with all Federal, State, Local, and HCPS environmental policies and procedures; and
- supply, upon request, a written copy of its Environmental Program/Manual for review after contract award (HCPS may periodically review the Contractor's environmental manual and operations); and
- be responsible for removal and clean-up of all contamination (or potential contamination) upon occurrence or when identified by the Safety Office; and
- immediately report all incidents to the Safety Office.

1.5.2 Independent Contractor. HCPS engages the Contractor as an independent business. The Contractor agrees to provide the goods and services in the manner of and as an independent contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold HCPS as, nor claim to be an officer or employee of HCPS for any right or privilege applicable to an officer or employee of HCPS, including, but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

1.5.3 Warranty. The Contractor warrants that provided goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Contractor knows of the purchaser's intended use, the Contractor warrants that the goods and services are suitable for that intended use. Repeated failure to meet established inspection and repair timeframes below will be cause for default.

The minimum warranty on product shall be one (1)-year. The Contractor shall warrant and guarantee all goods and services for a period of one (1)-year from the date of acceptance and shall repair or replace any and all defects in material or workmanship which are discovered or exist during the warranty period.

The Contractor shall bear all labor, products, and transportation costs.

Labor shall have a warranty of one (1)-year from the date of completion. Rework for incomplete, insufficient, or failed work under a current warranty shall be at no cost to HCPS. A “No Charge” invoice shall be submitted on all warranty repairs detailing the any and all product replaced including dimensions and quantity in writing.

The Contractor shall respond to all warranty requests within 24-hours of notification.

Effective date on all warranties shall begin at time of complete installation and acceptance by HCPS.

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2. SUBMITTAL INSTRUCTIONS

2.1 VENDORLINK (WWW.MYVENDORLINK.COM/)

To conduct business under this solicitation, HCPS requires that proposers have a current vendor application on file with www.myVendorLink.com. HCPS may rescind an award for failure to comply with this condition. To view solicitation documents, firms must register with VendorLink.

2.1.1 Questions. A Proposer with additional questions regarding this solicitation or a related document(s) may submit a written request for clarification to the solicitation at www.myVendorLink.com no later than the "last day to request additional information or clarification". Any interpretation to a Proposer shall be via written addenda posted on VendorLink prior to the proposal due date. Any information that amends any portion of this solicitation, received by any method other than an Addendum issued to the solicitation, is not binding on HCPS. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued will prevail.

2.1.2 Addenda. Those interested in responding to and receiving addenda to this solicitation, or any other HCPS procurement opportunity, must log on to VendorLink and select "active bids", search for the solicitation, and download the document(s). Downloading the document will enter your email address as a participant and will provide notifications and updates for the solicitation. Each Proposer must, prior to submitting the proposal, determine whether addenda were issued via VendorLink and, if so, to download and respond accordingly to such addenda.

2.2 PRE-SOLICITATION CONFERENCE

If applicable, HCPS may conduct a pre-solicitation conference (attendance may be mandatory or voluntary, as required by HCPS) to explain the procurement requirements. The conference will be held long enough after the competitive solicitation has been issued to allow Proposers to familiarize themselves with the competitive solicitation, but sufficiently before the due date to allow consideration of the conference results in preparing their proposals. Nothing stated at the pre-proposal conference shall change the competitive solicitation unless a change is made by written addenda. HCPS may provide additional information on the competitive solicitation coversheet or addendum via www.myVendorLink.com.

2.3 PROPOSAL SUBMITTAL

The Proposer is solely responsible for the on-time delivery of the Proposal via www.myVendorLink.com. No mailed hardcopies will be accepted. HCPS will not review proposals prior to the due date and time.

2.3.1 Submittal Delays. Possible delays to the last day for questions or the submittal due date may involve the following, without limitation:

2.3.2 Questions/Due Date Extension. HCPS reserves the right to amend the solicitation due date prior to the originally posted due date, via www.myVendorLink.com.

2.3.3 Weather Conditions. Should weather conditions require HCPS to close its offices on the proposal due date, said date will become effective on the same hour of the following HCPS business day or will post any additional extensions via www.myVendorLink.com.

2.3.4 Responsiveness. A responsive Proposal is one that meets the requirements of the competitive solicitation, including the provision of all documentation, supporting exhibits, on-time submission, and all required signatures. Failure to comply with these requirements may deem the proposal as non-responsive.

2.3.5 Uploaded Proposal Format. The proposal must be electronic and organized as specified to maintain comparability and consistency in the evaluation process. Avoid elaborate promotional materials and provide only requested information. All supporting materials should reference the portion of the competitive solicitation to which they pertain.

2.3.6 Variance from Terms. Proposer must indicate in its proposal any variances from specifications, terms, and/or conditions regardless of how slight. HCPS will assume that the goods and services fully comply with the specifications, terms, and conditions herein.

- 2.3.7 Discrepancies.** HCPS is not responsible for discrepancies or inconsistencies provided in the proposal. HCPS may reject any proposal it deems as non-responsive.
- 2.3.8 Forms.** Unless otherwise specified, proposers must use the form(s) furnished by HCPS. Failure to do so may be cause for rejection of the Proposal.
- 2.3.9 Missing Attachments/Documents.** The Proposal must include all required attachments and requested documentation. HCPS will not review proposals prior to the due date and time. HCPS cannot accept any missing documents after the due date unless HCPS deems the missing document as non-material to evaluation of the proposal. Proposer shall promptly provide said documents prior to School Board submittal and/or award.
- 2.3.10 Signatures.** An officer or employee having the authority to bind the company or firm must sign the proposal, in ink.
- 2.3.11 Public Inspection Of Proposal.** HCPS will provide a Proposer's contact person with written notice if a public records request has been made for a confidential portion(s) of Proposer's proposal to the solicitation. HCPS will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its proposal or if a dispute exists as to whether such portions are entitled to an exemption, Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by Proposer of any applicable exemption or confidential status of the requested materials. By submitting a proposal to this competitive solicitation, Proposer agrees to waive any cause of action or claim for damages it may have against HCPS for its release of records in response to a public record request other than those that are prepared and labeled as confidential or exempt as described in this section. Proposer agrees to hold HCPS harmless from any award to a plaintiff for damages, costs, or attorney's fees based upon HCPS's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse HCPS for any attorney fees and costs it may incur in the defense of such non-disclosure.
- 2.3.12 Trade Secret.** If applicable: Note that all "trade secret" information submitted in response to this competitive solicitation shall be submitted in compliance with ss. 119.07 F.S., and 812.081 and shall be submitted in a separate file and so named. A failure by Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the competitive solicitation shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law. If challenged, Proposer who submits the trade secret information shall bear all costs associated with defending their position.
- 2.3.13 Joint Proposal.** HCPS will recognize a single Proposer as the primary contractor, should multiple Proposers submit a joint proposal in response to the competitive solicitation. If offering a joint proposal, the Prime Contractor must:
- include the name and address of all parties of the joint proposal; and
 - provide all bonding and insurance requirements, execute the contract, complete the proposal, and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer shall be authorized by HCPS; and
 - be responsible for performance of services associated with response to this solicitation and overall contract administration; and
 - preside over other Proposers participating or present at HCPS meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein; and
 - prepare and present consolidated invoice(s) for services performed. HCPS shall issue only one check for each consolidated invoice to the Prime Contractor for services performed.

2.4 EVALUATION PROCESS

Procurement Services shall forward only those on-time responsive and responsible proposals to an assigned HCPS Evaluation Committee (the “Committee”) for further evaluation. HCPS will not evaluate non-responsive/responsible proposals. The Committee may consist of HCPS personnel and additional stakeholders who will review, discuss, and rank the proposals. Procurement Services personnel will participate as facilitators.

HCPS will prefer to contract with those Proposer(s) that are in full compliance with the provided terms and conditions stipulated in this solicitation. However, after allowance for any deviations, a proposal with alternatives may be considered. HCPS cautions proposers to indicate all restrictive deviations from the desired terms and conditions.

HCPS will select the proposal(s) deemed to be in its best interest and shall be the sole judge and final arbiter of its own best interest, the evaluation of submissions, and the resulting negotiated agreement.

HCPS advises Proposer that, if HCPS deems that it is in receipt of an adequate number of proposals, HCPS may choose to evaluate proposals as submitted and require no additional clarifications and/or information. Proposer should provide complete and thorough proposals, including Proposer’s most favorable terms.

HCPS reserves the absolute right to choose to cancel this competitive solicitation or reject proposals at any time prior to an award and without further discussion.

2.4.1 Evaluation Criteria. HCPS’ Evaluation Committee will rank Proposals based on the below-stated summarized Weighted Criteria.

DESCRIPTION	WEIGHT
<p>2.4.1.1 Preliminary Phase. HCPS intends to perform a side-by-side comparison of like proposals. Procurement Services shall perform the preliminary phase upon initial proposal screening, this phase shall be pass or fail, as determined by Procurement Services. Procurement Services will review the proposals as to whether:</p> <ul style="list-style-type: none"> • all required forms are signed and submitted; and • does proposer meet the minimum requirements; and • whether the information provided is in the required sequence. 	Pass/Fail
<p>2.4.1.2 Evaluation Phase. Procurement Services may negotiate the proposed terms, conditions, and costs with the highest-ranked Proposer prior to approval by the School Board. If Procurement Services is unable to reach acceptable terms with a highest-ranked Proposer, HCPS may seek to reach acceptable terms with the next highest-ranked proposer and recommend a contract with said proposer. HCPS may continue the process until an agreement is reached or until the termination of the solicitation process. HCPS will select the proposer whose proposal HCPS determines best meets HCPS’ needs, based on the requirements and evaluation criteria set forth herein. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is a key factor in the determination of the selected Proposal.</p> <p>HCPS reserves the right to award the proposal under the most beneficial economic terms for HCPS. The weighted selection criteria will include the following:</p>	
<p>Tab 1. Qualifications and Experience. This section shall provide HCPS with information as to Proposer’s experience and qualifications with the related goods and services. Proposer shall demonstrate the vendor’s ability to:</p> <ul style="list-style-type: none"> • meet the minimum experience requirements; and • provide adequate business references; and • employ adequate staff requirements; and • have ready access to resources to provide all goods and services. 	30

Tab 2. Specifications/Scope of Work. This section shall provide HCPS with information as to the Proposer’s understanding of the required scope of work (tasks and service levels). Proposer shall demonstrate the vendor’s ability to: 30

- provide deliverables within the required timeframe; and
- (if applicable) provide a timeline and milestone payment information for the completion of deliverables; and
- identify Proposer’s customer service procedures.

Tab 3. Cost/Best Value. The price proposal shall be evaluated to determine overall best value. 40

2.4.2 Oral Presentations. Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

2.4.3 Tie Proposals. Tie Proposals that are identical in the Evaluation Committee scoring and meet all the requirements and criteria set forth in the competitive solicitation. If this should occur with the highest-ranked Proposals, priority for award shall be given to vendors in the following sequence:

- Business that certifies that it has implemented a drug-free workplace in accordance with the provision s. 287.087, Florida Statutes.
- Office of Supplier Diversity certified small business vendor.
- Small/business certified by a governmental entity in Hillsborough County.
- Small/business certified by a governmental entity in the Tampa Bay area.
- Florida certified small/business.
- Business located in Hillsborough County.
- Business receiving the larger dollar award on other items within the bid.
- Business located in Florida.
- Flip of a coin.

2.4.4 Negotiations (Best And Final Offer “BAFO”). Procurement Services may request a BEST AND FINAL OFFER (BAFO) and/or negotiate the proposed terms, conditions, and rates with the highest-ranked Proposer(s) prior to submittal to the School Board. HCPS may seek to reach acceptable terms with any Proposer or terminate discussions as it deems to be in its best interest. HCPS may continue the process until it reaches an agreement or until termination of the process. For Single Negotiations, HCPS negotiates with the top ranked Proposer after. For Concurrent Negotiations, HCPS negotiates simultaneously with two or more top ranked proposers after Phase 1. Negotiations continue simultaneously until a ‘best and final offer’ is reached resulting in a satisfactory Agreement.

2.5 AWARD

2.5.1 Award by Group, Category, Area, or Item. As deemed to be in its best interest, HCPS reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a HCPS-wide basis with one or more Contractors; to reject any or all offers or waive any irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made because of this competitive solicitation shall conform to applicable School Board Rules, State Board Rules, and State of F.S..

- 2.5.2 No Award.** HCPS shall have the authority to reject any or all proposals submitted in response to this competitive solicitation and request new proposals or purchase the required goods and services in any other manner authorized under the State of Florida Department of Education Purchasing Policies 6A-1.012.
- 2.5.3 Rejection of All proposals (§§ 119.07(1) F.S. and 24(a), Article I of the State Constitution).** HCPS may reject proposals submitted in response to this competitive solicitation and shall remain exempt from §§ 119.07(1) F.S. and 24(a), Article I of the State Constitution, until HCPS provides notice of an intended decision concerning the reissued solicitation or until HCPS withdraws the reissued solicitation, not to exceed twelve (12) months from the date of the Notice of Rejection.
- 2.5.4 Contract.** This solicitation, all provisions of the awarded Proposal deemed acceptable by HCPS, and a best and final offer shall be incorporated as the Agreement and become legally binding.
- 2.5.5 Notice of Intent to Award/Rejection.** HCPS will post a Notice of Intent to Award/Rejection to enter into one or more contracts with Proposer(s) identified therein, on www.myVendorLink.com.
- 2.5.6 No Contract until Execution.** A notice of intent to award under this competitive solicitation shall not constitute or form any contract between HCPS and a Proposer. No contract is formed until such time as Proposer(s) and HCPS formally execute or award a contract.
- 2.5.7 Purchase Order.** Award by the School Board shall not constitute an order. The Awarded Vendor must receive an HCPS purchase order prior to the provision of any product or service. Shipments shall be as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

[INTENTIONALLY BLANK]

3. REQUIRED FORMS

3.1.1 Contact Information & Certification. The Proposer must supply the information listed below for consideration. In case of dispute or if further clarification becomes necessary, please indicate your representative's contact information. The GM shall serve as the HCPS representative.

Local Contact Information

Account Representative Name

Title

Local Address

Phone Number

Cell Phone Number

Email Address

Fax Number

X

Signature of Owner or Authorized Officer

Corporate Information

Representative's Name

Telephone Number

Company Name

Principal Place of Business Address

Remit-To Address (if different from above)

Corporation Sole Proprietor/Partnership Limited Liability Corp.

FEIN or SS# _____ Other. _____

Preferred method to receive purchase order. US Mail Fax

Yes No. Is vendor Workers' Compensation Exempt? If Yes, attach proof of exemption

Yes No. Is your company registered as an SBE with the HCPS Office of Supplier Diversity?

Yes No. Is your company M/SBE certified with any of the following agencies?

City of Tampa: www.tampagov.net/minority-business-development

FL. Statewide & Inter-Local Certification: www.tampagov.net/minority-business-development

Hillsborough County: www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough/minorities-and-women

Florida State Minority Supplier Development Council: www.fsmsdc.org/mbe.php#new-app

City of St. Petersburg: www.stpete.org/assistance/small_business_enterprise_program.php

3.1.2 E-Verify. Per Section 448.095, F.S., all employers within the state shall use the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. The Awarded Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Failure to comply with this provision is a material breach of the Agreement and HCPS may choose to terminate the Agreement at its sole discretion. The Awarded Vendor may be liable for all costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Proposer must provide evidence of compliance with s. 448.095, F.S. Evidence may consist of, but not limited to, providing notice of the Awarded Vendor’s E-Verify number or attach the certificate to the Proposal.

E-Verify #: _____

[INTENTIONALLY BLANK]

3.1.3 Substitute W-9. To conform to IRS regulations for Form 1099 reporting, HCPS must have a Federal Tax Identification Number or Social Security Number in our files for ALL VENDORS and INDIVIDUALS receiving payments from HCPS; therefore, we request that you provide the following information. Notwithstanding, all inquiries regarding Ethnicity, Race, Gender or Business Certification/Designation are of a purely voluntary nature.

- New Request
 Change Name Tax ID Remit Address Other
Legal Name (as shown on your income tax return)

Business Name, if different from above
 (use if doing business as (DBA) or enter business name of Sole Proprietorship)

Primary Address (for purchase orders)
 PO Box or Number and Street, City, State, Zip + 4

Remittance/Accounts Receivable Information
 (if different from above) PO Box or Number and Street, City, State, Zip + 4

Contact Name, Phone, Email (accounts receivable)

Taxpayer Identification Number (TIN) Provide Only One
 (If sole proprietorship, provide EIN, if applicable)

Social Security Number (SSN) or Employer Identification Number (EIN)
 NOTE: Our standard payment terms are 45 days net.
 Would you like to discuss "pay upon approval" terms? Yes No
 Accepted Payment Types Check Visa ACH

Certification: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:
 The number shown on this form is my correct taxpayer identification number, AND I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
 I am a U.S. citizen or other U.S. person (including a U.S. resident alien), AND
 The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

Entity Designation (check only one type)

- Individual / Sole Proprietor
 Partnership, C Corporation
 S Corporation
 Limited Liability Company – Individual
 Limited Liability Company – Partnership
 Limited Liability Company – Corporation
 Government Entity
 Estate / Trust
 Organization Exempt from Tax – Nonprofit (under Section 501 (a)(b)(c)(d))

Exemption (See Instructions)

- Exempt payee code (if any)
 Exemption from FATCA Reporting Code (if any)

Services Provided Medical Legal

Hillsborough County Public Schools is committed to doing business with contractors, vendors and other suppliers who reflect the great diversity of our community. We encourage Small Business Enterprises to register with our Office of Supplier Diversity, (813) 635-1240. Please complete the following information:

Service-Disabled Veteran Yes No

Small/Small Local Business Enterprise

- Yes No

Minority Classification

- African American
 Asian American
 Caucasian Female
 Hispanic American
 Native American

Majority Owner's Gender Female Male

Certified/Registered Agency (select most recent approval)

- City of Tampa
 FSMSDC (Florida State Minority Supplier Development Council)
 Hillsborough County
 State of Florida
 WBENC (Women's Business Enterprise National Council)
 Other

Printed Name	Title	Telephone Number
Signature	Date	Email Address

3.1.4 Business References. The Proposer must submit **THREE REFERENCES WITH THE PROPOSAL**. HCPS may contact these references to predict quality of goods and services. False references, in HCPS' sole discretion, may be cause for Proposer's disqualification. DO NOT IDENTIFY HCPS AS A REFERENCE.

- Included references should be customers from the previous three (3) years; and
- HCPS-Preferred references shall be in the following order: School districts, Hillsborough County, Florida based references, State of Florida based references, Large municipalities or local governments, and the private sector.

Business References Form (Three). In response to this Hillsborough County Public Schools' competitive solicitation, Proposer (Proposer Name): _____ states that the Proposer has provided similar goods and services to your firm. Please respond as to the quality of the provided goods and services. Return this form as soon as possible to the firm for proposal submittal. The filled-in references are due with their proposal.

Referenced Firm's Name _____

Address _____

Contact Person _____

Email Address _____ Phone Number _____

Yes No: Would you use this vendor again?

Yes No: May we contact you with additional questions?

PERFORMANCE RATING: EXCELLENT = 4, GOOD = 3, FAIR = 2, POOR= 1, OR N/A

DESCRIPTION OF PERFORMANCE

RATING

Overall Technical Performance. The vendors overall demonstrated technical performance. _____

Partnership. The vendor's ability and attention to the quality of outcomes. _____

Responsiveness. The vendor's ability to follow instructions, handle complaints, and communicate with customer's staff. _____

Efficiency. The vendor's overall effectiveness in planning, scheduling, monitoring, and problem solving. _____

Uniformity of Goods/Service Reliability. The vendor's timely delivery and uniform quality of provided goods and services. _____

Key Personnel/Management. The vendor's ability to provide quality personnel and project oversight. _____

Overall Experience. Overall customer experience. _____

Total Dollar Amount of Contract: \$ _____

Additional Comments. _____

X

Contact Person's Signature _____

Date _____

3.1.5 Statement Of Qualifications. Please provide written responses to the following questions. If the answer to any of the questions is "Yes," the Proposer shall describe fully the circumstances, reasons therefore, the status, and ultimate disposition of each matter that is the subject of this inquiry. If additional space is needed for any question, please attach to this document.

Has Proposer been declared in default of any contract?

Yes No: Has Proposer forfeited any payment of performance bond issued by a surety company on any contract?

Yes No: Has an uncompleted contract been assigned by Proposer's surety company on any payment of performance bond issued to Proposer arising from its failure to fully discharge all contractual obligations there under?

Yes No: Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No: Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No: Is Proposer 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: **License Sanctions.** On a separate sheet, list any regulatory or license agency sanctions. HCPS may perform a background check on any Proposer with all state and regulatory agencies.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

3.1.6 Non-Collusion Affidavit.

STATE OF _____

COUNTY OF _____

I state that _____ of _____

(Name and Title)

(Name of Proposer)

am authorized to make this affidavit on behalf of Proposer and its owner, directors, and officers. I am the person responsible for Proposer for the price(s) and amount(s) of this RFP, and the preparation of the Proposal. I state that:

- The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposer, or potential Proposer.
- Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this RFP, have been disclosed to any other firm, organization, or person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before Proposal opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a Proposal for the Agreement, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
- The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- _____ (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):

I state that I, and the named Proposer, understand and acknowledge that the above representations are material and important, and will be relied on by The School Board of Hillsborough County, FL for which this Proposal is submitted. I understand and the Proposer understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the The School Board of Hillsborough County, FL of the true facts relating to the submission of Proposals for the Agreement.

Company Name

Print Name

X

Signature

Date

3.1.7 Payment Options.

3.1.7.1 P-Card. If box is checked, HCPS personnel may choose to use a P-card in place of a PO to make purchases from this solicitation. Unless exception is communicated to HCPS, the Contractor, by submitting a bid, agrees to accept the P-card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the P-card. Refusal to accept this condition may cause your bid to be declared as non-responsive.

I accept the Purchasing Card conditions stated in this solicitation. If yes, please check the level of reporting your firm offers its customers who utilize the P-Card:

Level	Date	Supplier	Transaction Amount	Sales Tax	Customer-Defined Code	Line-Item Detail
<input type="checkbox"/> Level 1	X	X	X			
<input type="checkbox"/> Level 2	X	X	X	X	X	
<input type="checkbox"/> Level 3	X	X	X	X	X	X

3.1.7.2 Net Payment Options. Please check one:

Net 21 Days (E-Payables Option; Visa Virtual Credit Card). Contact Procurement Services for specific information for the E-Payable option. This option will require the use of credit cards through your financial institution and/or credit card processor.

NET 45 (Standard Payment Terms). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early-payment discount. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of one (1%) percent per month on the unpaid balance. HCPS provides payment to its OSD-registered vendors as Net 14 days with no cash discount.

% 21 Days, Net 45. (Discount for early payment; i.e.: 2% 21, NET 45). Invoices less agreed upon discount are paid in 21 days. *This option requires you to enter a discount percent.*

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

3.1.8 Drug-Free Workplace Certification. HCPS shall provide tie bid preference to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by HCPS 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. HCPS shall establish procedures for processing tie bids if none of the tie bids have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 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.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 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.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

3.1.9 Scrutinized Company Certification. I hereby swear or affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant ss. 215.4725, 215.473, or 287.135, F.S.. Pursuant to s. 287.135, F.S. I further affirm that:

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

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

3.1.10 Truth And Accuracy Statement. The signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby:

authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm, or corporation to furnish any HCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and

states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and

certifies that he/she is authorized to sign this bid for the organization and that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

"I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct."

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

3.1.11 Byrd Anti-Lobbying Amendment Certification Form. TO BE SUBMITTED WITH EACH BID EXCEEDING \$100,000

The undersigned Proposer certifies to the best of his or her knowledge that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

3.1.12 Addenda And Bid Form. The signer of this bid guarantees, as evidence by the affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

The proposer is not responsible for acknowledging the final HCPS-uploaded addenda (addenda provided after the Question Due Date) if the final addenda does not create a fundamental change to the proposal.

Receipt of the following Addenda are hereby acknowledged. (List all Addenda as follows):

Addendum No.	1	Dated:	_____
Addendum No.	2	Dated:	_____
Addendum No.	3	Dated:	_____
Addendum No.	4	Dated:	_____
Addendum No.	5	Dated:	_____
Addendum No.	6	Dated:	_____
Addendum No.	7	Dated:	_____
Addendum No.	9	Dated:	_____

X

Signature

Title

Print Name

Date

[INTENTIONALLY BLANK]

4. TAB 1. QUALIFICATIONS AND EXPERIENCE

4.1 COVER LETTER

Proposer shall provide a one to two-page cover letter to include Proposer's:

- understanding of the requirements and scope of services of this solicitation; and
- interest and ability to perform the requirements of this solicitation; and
- principles, including contact information; and
- representatives, including the contact information, of those who will represent Proposer during the solicitation process; and
- signature (by an authorized representative who may legally bind Proposer to the promises provided in its proposal)

4.2 QUALIFICATION SUMMARY

The Proposer shall provide a summary of their qualifications including related skills and market strengths. If applicable, include subcontractor qualifications. Provide information regarding past working relationships on similar projects. In this section also include the following:

- **Key Personnel.** Identify key personnel and provide biographical information (resumes) pertaining to their backgrounds, expertise, and job descriptions. Also, provide a staffing plan (including key personnel, number of dedicated team members, and team members' professional qualifications).
- **Technical Staff.** The Proposer must provide the number of technical personnel employed and how many will be available to support HCPS.
- **Proposer Resources/Equipment.** The Proposer must list all resources available to provide the required contractual services. At a minimum, list all applicable assets, such as equipment, vehicles, and any applicable specialized skills.

4.3 MINIMUM QUALIFICATIONS

With the proposal, the Proposer must provide all the requested documentation. HCPS may deem Proposals lacking the requested documentation as non-responsive. Additionally, HCPS reserves the right to request documentation at any time during the contract period. To receive a fair evaluation, the Proposer must:

- be currently licensed and provide proof of the required experience; and
- submit a responsive Proposal. A non-responsive Proposal (fails to meet minimum qualifications) will not be evaluated; and
- provide proof that the Proposer is currently authorized, by the State of Florida, to provide the commodities and contractual services herein.

4.3.1 www.myVendorLink.com. HCPS requires that the Proposers have a current vendor application on file at www.myVendorLink.com. Proposer shall provide a printout of the submitted profile.

4.3.2 Experience. The Proposer shall have been in the provision of the required goods or services herein for a minimum of three (3) years and shall provide proof along with the Proposal (including but not limited to articles of incorporation, business tax receipts...). Failure to provide said proof may be grounds for rejection of Proposal. Proposers must prove validity of the stated documents to be in effect at the time of Proposal due date. HCPS will not award on assumptions that a granting of a license will occur at a future date.

4.3.3 Licenses. If applicable, the Proposer must be in possession of and submit proof of any required occupational licenses, business tax receipts, Articles of Incorporation, sunbiz.org report.

N/A

4.3.3.1 Authorization To Do Business In The State of Florida. Foreign corporations and foreign limited partnerships must provide proof of authorization to do business in the State of Florida. Domestic corporations must be active and in good

standing in the state of Florida. Proposer must provide proof of registration on www.sunbiz.org unless the Awarded Vendor is solely providing commodities via mail.

- 4.3.4 Proof of Insurance.** The Proposer may provide with the proposal a copy of any policy evidencing the insurance coverages and limits required by the competitive solicitation. However, it does not constitute approval or agreement by HCPS that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are following the requirements of the solicitation. Proof of insurance shall preferably be in the form of an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance. All policies of insurance under this Agreement shall include as certificate holder and additional insured, "Hillsborough County Public Schools 901 East Kennedy Boulevard Tampa, Florida 33602."
- 4.3.5 Additional Equipment/Resources.** Explain how Contractor will obtain access to equipment needed, if not currently in their possession, in order to respond to a Priority 1 service call or on an emergency/non-standard hour request.
- 4.3.6 Inspection of Facilities.** HCPS reserves the right to inspect a Proposer's facilities and assets prior to contract award.
- 4.3.7 Subcontracting.** Proposer must describe all responsibilities that the Proposer anticipates assigning or subcontracting, identify all the subcontractors and describe how the Proposer will manage these subcontractors. The Proposer is directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

[INTENTIONALLY BLANK]

5. TAB 2: SPECIFICATIONS/SCOPE OF WORK

The Proposer must read and respond to this section in its entirety and may supplement this section with additional pages as to provide HCPS with a more detailed breakdown, backup and/or options of related costs associated with the solicited commodities and contractual services.

- The Proposer must read and respond to this section in its entirety and may supplement this section with additional pages as to provide HCPS with a more detailed breakdown, backup and/or options of related cost associated with the solicited commodities and contractual services.
- The inability or denial expressed in a Proposal, or omission in the Proposal, to offer to comply or conform with the technical requirements of this Section of the solicitation may result in deductions in the allocation of points by the Evaluation Committee.
- Proposer must acknowledge agreement and understanding with the requirements of the intent of the Scope of Work of this solicitation and provide reports or samples, as applicable. The Proposer must note any deviations from the specifications. Detailed descriptions and/or illustrations are required with your Proposal for consideration. Clearly indicate any exceptions to the Scope of Work of the solicitation or provide an alternative.

5.1 ESTIMATED BUDGET/CONTRACT AMOUNT

To pay for commodities and contractual services according to the conditions herein in an amount not to exceed \$2,500,000.00 subject to the availability of funds. HCPS' performance and obligation to pay under this Contract is contingent upon an annual appropriation by The School Board of Hillsborough County, Florida. The costs of commodities and contractual services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

5.2 CONTRACT TERM/RENEWALS

The Contract period will be for a one (1) year period with an option to renew for four (4) additional one (1) year period as appropriations allow in the budget. Renewals shall be based on vendor performance and mutual agreement between HCPS and the Awarded Vendor to provide the identical services required under this Contract as outlined in the Scope of Work/Services and maintain the same terms, conditions, and cost structure as delineated herein. All renewals shall be in writing at least ninety (90) days prior to the termination of the current Contract period.

5.2.1 Temporary Renewal. If HCPS has a need to extend the Agreement beyond the stated renewal period(s), HCPS and the Awarded Vendor may agree to renew the Agreement for a period not to exceed 180 days.

5.2.2 Temporary Unilateral Renewal. If the Awarded Vendor requests to not renew this Contract at the end of an effective term, it is understood and agreed that HCPS may unilaterally renew this Contract, for a period not to exceed ninety (90) days, under the same prices, terms, conditions, and specifications to allow for resoliciting this Contract.

5.2.3 Price/Rate Escalation Provision. At each renewal of the Agreement, HCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of three (3%) percent or the rate of inflation as determined by the Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg, Clearwater, published by the U.S. Bureau of Labor Statistics adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The Awarded Vendor must request the increase in writing prior to the renewal of the Agreement.

5.3 SCOPE OF WORK

HCPS intends, through this solicitation, to identify qualified Awarded Vendor to provide the delivery of fresh produce to individual school sites and to obtain produce at the best possible price. The provision of commodities and contractual services under this solicitation include, but not limited to the provision of all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the requests in accordance with the specifications herein. This section

identifies HCPS' desired services and levels of performance. Proposers shall indicate a response to ALL service requirements and specifications contained in the following sections in the order listed using the same numbering system.

5.3.1 Alternative Proposal. If submitting an alternate Proposer, the Proposer must identify the alternative proposal as "alternative proposal"). Summarize your approach and understanding of the services and any special considerations of which HCPS should be aware. The Proposer shall:

- describe specific details of the proposed development methodology that it shall provide as part of this solicitation; and
- address each of the requested items in conjunction with the scope of work description presented in the Scope of Services section of this solicitation; and
- provide a timeline for the provision of goods or services including payment information.

5.3.2 Changes In Scope Of Work. HCPS may order changes in the required goods or services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, the Awarded Vendor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Agreement.

If the Awarded Vendor believes that a product or service is not within the scope of work of the Agreement, is a material change, or will otherwise require more compensation to the Awarded Vendor, the Awarded Vendor must immediately notify the General Manager of Procurement Services in writing of this belief. If the General Manager of Procurement Services agrees that the product or service is within the Agreement's scope, as written, the Awarded Vendor shall continue providing the goods or services as changed and at the cost stated for the product or service within the scope. The Awarded Vendor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The General Manager of Procurement Services reserves the right to negotiate with the Awarded Vendor without completing the competitive bidding process for goods or services like those specified within the solicitation for which requirements were unknown upon release of the solicitation.

The parties may not expand the Scope of Work beyond the terms on the issued purchase order without prior approval of the HCPS Project Coordinator. The Awarded Vendor shall provide a written estimate of labor and materials to the requesting department within 24 hours for any contractual services beyond the quoted scope of work and purchase order. HCPS must provide the Awarded Vendor an amended or additional purchase order prior to the provision of the additional goods or services. Verbal confirmation is not an acceptable as permission to proceed.

5.3.3 Specific Requirements. Hillsborough County Public Schools, hereafter referred to as the "District" or "HCPS", is seeking proposals from qualified firms to partner with the District for the delivery of fresh produce to individual school sites and to obtain produce at the best possible price. All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting HCPS actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

- The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

5.3.4 Scope of Work: Hillsborough County Public Schools is seeking proposals from qualified firms to establish a cost plus "fixed fee per full/broken case" contract for the delivery of fresh, high quality produce to individual school sites for use in the National School Lunch and National School Breakfast Programs. New regulations set forth by the United

States Department of Agriculture (USDA) require our program to serve more fresh fruits and vegetables to students.

Additionally, vegetables are categorized into subgroups;

- a. dark leafy green
- b. orange/red
- c. legumes
- d. starchy,
- e. and others as indicated on menus including any future USDA rules to the nutrition standards.

The work to be done under this contract includes, but is not limited to; up to twice weekly deliveries to approximately 31 school sites, and weekly deliveries to approximately 188 sites.

- **Note:** This RFP does not include produce for schools that participate in the USDA'S Fresh Fruit and Vegetable Grant Program. Produce items used for the Fresh Fruit and Vegetable Grant Program are awarded under a separate contract.
- HCPS reserves the right to decrease/increase the number of sites during the contract period. Any additional sites shall be serviced at the same rate/cost bid herein.
- HCPS reserves the right to add/delete produce items throughout the contract period.

This request for proposal contains the following two groups:

Group A – Fixed Cost Items (2 Month Periods): This includes “staple” produce that is available year-round, such as apples, bananas, carrots, cucumbers, and lettuce mix. The cost of these items would be fixed through contract pricing for a minimum of two (2) months.

Group B – Open Market Cost Items: This would include seasonable types of produce. The cost of these items could vary weekly depending on the season and availability.

5.3.5 Changes in Scope of Work: HCPS may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Contract.

- If Contractor believes that any particular product or service is not within the scope of work of the Contract, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the General Manager of Procurement Services agrees that the particular product or service is within the Contract's scope, as written, Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.
- The General Manager of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the solicitation for which requirements were not known when the solicitation was released.

5.3.6 Good Agricultural Practices (GAP): These practices are part of a voluntary food safety program developed by the Food and Drug Administration (FDA) and USDA for fruit and vegetable growers. All produce served to students and staff in Hillsborough County must be procured from GAP certified farmers.

5.3.7 Local Produce: Locally grown produce shall be identified and featured on menus as often as economically and seasonally feasible. Locally is defined as being grown within the State of Florida or neighboring states. Successful

proposer shall actively seek competitive pricing from local GAP certified local farmers when obtaining price quotes for produce items in Groups A and Group B.

Estimated annual case volume:

Group A: 80,000

Group B: 60,000

Average weekly dollar volume of produce dropped per site (when not utilizing entitlement dollars from USDA):

Elementary Sites	\$ 600.00 – 750.00 range
Middle/Magnet Schools	\$ 750.00 – 1,000.00 range
High Schools	\$ 1,000.00 – 2,000.00 range
Silo Culinary Kitchen	\$ 2,000 – 3,000 range

- 5.3.8 United States Department of Agriculture (USDA) Department of Defense (DOD) Fresh Fruit and Vegetable Program:** The DOD Fresh Fruit and Vegetable Program allows school districts to use their entitlement dollars/funding from USDA for fresh produce that will be purchased by USDA from qualified domestic suppliers and shipped to schools sites via the regional USDA awarded distributor for Hillsborough County. HCPS intends to participate in this program. Participation in this program will affect estimated usage of some produce items listed on fixed fee response form depending on what domestic items are available from USDA for ordering.
- 5.3.9 NSLP Half-Cup Fruit and Vegetable Requirement:** All whole fruits and individually packaged fruits and vegetables must meet the ½ cup requirement for the NSLP. Successful vendor is responsible for referencing the USDA Food Buying Guide for exact requirements to ensure the size and diameter of whole fruits and weight/ounces of individually packaged fruits and vegetables meet the ½ cup requirement before submitting price quotes to SNS District Office for approval.
- 5.3.10 Submittal of Fixed Fee Response Form (Attachment “A”):** Qualified proposers must submit a current market price and fixed fee to deliver all items in Groups A and Group B on the response form.
- 5.3.11 Experience:** The successful vendor shall have been in the produce distribution business a minimum of three (3) years and maintain a current business license from the State of Florida. Proposers shall provide documentation of applicable license, certification, and/or commercial experience. HCPS reserves the right to request documentation at any time during the contract period.
- 5.4 Award:** Proposer must propose a fixed delivery fee for all items in Groups A and B and meet item specifications for each item. Failure to propose a fixed delivery fee for all items in Groups A and B or meet specifications may disqualify the vendor for award.
- A proposal may be rejected if the vendor’s past service with the HCPS or any other school district is in question. The District reserves the right to reject any and all proposals, in whole or in part, which, in the opinion of the General Manager, Procurement, exceeds budget expectations.
- HCPS reserves the right to change the number of schools during the contract period. Any location shall be serviced at the same rate/cost proposal herein.
- 5.4.1 Inspection of Facilities:** HCPS reserves the right, prior to award of any contract and throughout the proposal period, to inspect the vendor’s facilities and place of business to determine that the vendor has a regular, bona fide establishment, that is presently a going concern and is likely to continue as such.
- The vendor’s facilities may be evaluated. Areas of evaluation by school district representatives may include, but not limited to: 1) warehouse facilities, total cubic feet and condition of warehouse; and 2) delivery fleet, capacity in terms of number and size of trucks to properly transport products.

5.4.2 Estimates: Quantities stated are for bidders' guidance only and are based on historical data for a 12 month period. It shall be understood by all parties concerned that any contract established as a result of this request for proposal will not obligate HCPS to receive any quantity less than or in excess of actual requirements. School district authorities will make a reasonable effort to fully utilize projected supplies. There will be no stipulation of a minimum order for any bid item.

5.4.3 Distributor Relationship: Under the arrangements of this contract the successful vendor must "look out" for the best interest of HCPS with respect to the following:

- Purchase produce in the best interest of HCPS with regard to quality and pricing (including freight).
- Determining and recommending "local" produce items to feature on menus.
- Interface with packers on problems relating to produce quality.
- Provide, in a timely manner, the necessary documents for product usage and price changes.
- Inspect produce, prior to delivery, to ensure that sites are receiving quality produce.

5.4.4 Program Review: The parties shall conduct, at minimum, semi-annual reviews to discuss and monitor the implementation of this contract and evaluate ways of improving its day-to-day operation and achieving operational and cost efficiencies. Participants in such reviews shall include Student Nutrition Services staff together with representatives from the distributor.

5.4.5 Delivery: Delivery fees quoted on the "fixed fee response form" (Attachment A) shall include all shipping costs and inside delivery to the facility specified by the site order.

- Regular School Year: The SNS District Office, prior to the first delivery, must approve all delivery schedules. The successful vendor will provide a written delivery schedule four (4) weeks prior to the beginning date of the contract. A school calendar and school maps will be provided to the successful vendor upon award.
- Frequency: Approximately 30 school sites (schools with salad bar programs and the Silo Culinary Kitchen) will require a delivery each Monday and possibly one (1) additional delivery day per week; 188 school sites will require once per week delivery.
- Delivery Days: It is the desire of Student Nutrition that the 188 schools receiving only one produce delivery per week, be delivered on Monday, Tuesday or Wednesday of each week. Proposers shall submit a proposed delivery schedule with their proposal for consideration.
- Delivery Timeframes: During the regular school year, elementary and high school deliveries shall be completed between 6:00 a.m. and 2:30 p.m.; middle school deliveries shall be completed between 7:00 a.m. and 3:00 p.m., Deliveries made outside established delivery timeframes shall not be tolerated and may be considered to be reason for contract cancellation.
- Tinker K-8 School: Tinker K-8 school is located on MacDill Air Force Base. All access to the base is restricted in accordance with Homeland Security rules and regulations. All persons entering the base must have a permanent, or a 30 day temporary pass, issued by MacDill Air Force Base. Pass fees associated with this school site shall be paid by the successful vendor.
- Holidays and Closings - When school holidays fall on a scheduled delivery day, deliveries shall be made on the next school day, or the prior school day.
- Summer School – During summer school, deliveries may be required in a shorter delivery window (7:00 am to 12:00 pm), depending upon the number of sites open and their hours of operation. The Silo Culinary Kitchen will require a minimum of three (3) deliveries per week. A list of other school sites open during the summer will be provided to the successful vendor three (3) weeks prior to the opening date of summer school deliveries. During summer school, open school sites will require one delivery per week.

- Delivery Schedule Changes – Any and all delivery schedule changes must be submitted in writing, at least two weeks in advance, to the SNS District Office for approval prior to implementation.
- SNS employees are required to check condition of fresh produce at time of delivery. Delivery personnel shall cooperate with this process. Fresh produce must be delivered in refrigerated trucks at appropriate temperatures.
- Under no circumstances are orders to be delivered before the SNS manager or designated representative arrives at the school. Products may not be left on loading docks before school hours. Deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for contract termination. Excessive late deliveries may be cause for contract cancellation.
- All delivery personnel, i.e. drivers and helpers, must sign in and out on the “Visitor’s Log” in the cafeteria at each school site at the time of delivery. Drivers and their helpers shall deliver merchandise into designated areas at each school.
- Special or intermediate deliveries will be required if any bid item is out of stock or the vendor fails to deliver the product on a regular scheduled delivery; in that case re-delivery shall be made within 24 hours. If the vendor delivers an unsatisfactory product that is returned for credit, re-delivery shall be made within 24 hours.

5.4.6 Pricing: This proposal is for a cost plus “fixed delivery fee” contract. Fixed fee pricing shall be based on side delivery and include all components outlined in core requirements and freight to individual school sites.

- Proposers must submit a fixed fee per full case.
- Proposed Pricing Response Form – For evaluation purposes only, proposers must complete and submit proposed pricing response form with their proposal. Refer to “Attachment A”. After award, actual pricing for produce items will either fixed-cost or open-market cost.

5.4.7 Fixed delivery fee per full carton: The fixed delivery fee per full carton shall remain firm for at least one (1) year from effective date of this proposed contract. The fee for less than case lot quantities will be prorated in accordance with the size of the case. For example, the fee for 1 unit, packed 12 units per case, will be 1/12 of the fee for a full case. Bid items for broken cases are indicated with asterisks (**) next to the description on the Fixed Fee Response Form. If proposer wishes to offer a pack different from that specified, state the size offered, convert the “estimated quantity” to conform to your pack size.

5.4.8 Products with Fixed Cost (Group A): There are 9 items listed in the fixed cost group which will require fixed costs for two (2) month periods during the school year. The initial pricing period will be August 1, 2022, through September 30, 2022. These are mostly items with fairly stable costs, which represent about 60% of HCPS’s annual purchases in terms of dollars.

- Pricing for fixed cost items (after award of this contract) shall be submitted to the SNS District Office two weeks in advance of each pricing period for approval. Bi-monthly price quotes shall include product brand, description, pack size, actual cost, fixed delivery fee, total delivered cost, portion cost, HCPS stock number, vendor stock number and identification of non-domestic items. Prices shall remain firm for the 2 month period. Items may be removed by SNS District office from the fixed cost list and placed temporarily on the open-market list if circumstances warrant the requirement. Awarded vendor must provide written confirmation from shippers/packers to verify initial cost.

5.4.9 Products with Open-Market Cost (Group B): There are 25 items in the open-market cost group, but the number may vary throughout the school year due to seasonal supplies. Cost of these items may vary weekly. The SNS District Office will set benchmark pricing for items in Group B.

- Pricing for open-market items for the upcoming week shall be submitted to the SNS District Office each Wednesday by 3:00 pm for approval. Items that are above benchmark pricing may be substituted or deleted from orders for the upcoming week. Weekly price quotes shall include product brand, description, pack size, actual cost, fixed delivery fee, total delivered cost, portion cost, HCPS stock number, vendor stock number and identification of non-domestic items. Prices shall remain firm for the following week's deliveries. The vendor cannot institute a price change without prior approval from the SNS District Office.

5.4.10 Product Condition: Fresh produce must be delivered in refrigerated trucks at appropriate temperatures. At time of delivery, produce must be top quality, fully mature and in good commercial condition with regard to the appropriate texture, juiciness and firmness in accordance with its type and varietal attributes. Unless otherwise indicated, all whole fruits and vegetables must have less than five percent (5%) decay at point of acceptance. Processed produce items must have less than three percent (3%) decay at point of acceptance. If excessive spoilage is noted, the product will be rejected and must be replaced within 24 hours, or full credit must be given. Unless otherwise specified, produce must be U.S. No. 1 grade. All produce items shall be delivered fresh, free of dirt, sand or other foreign materials and packed in clean cartons/crates. All prepackaged produce items must have a "best if used" date code stamped on individual packages and have a minimum of seven (7) to ten (10) days remaining on the expiration/date code at time of delivery.

5.4.11 Accounting and Invoicing: HCPS complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All accounting and invoicing correspondence must reference a HCPS purchase order number. All payments are based on signed and received invoices/delivery tickets. Invoices/delivery tickets must show product description, company name, product code numbers (if applicable), quantities delivered, unit cost and total cost. A duplicate copy of invoice/delivery ticket must be left at each site.

- The SNS Manager or designated receiver is required to verify total quantities and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. All invoices must be initialed by both the SNS Manager or designated receiver and delivery personnel. Shortages, damages, etc. shall be noted on each invoice/delivery ticket by the SNS Manager or designated receiver and initialed by both SNS Manager or designated receiver and delivery personnel. If re-delivery is required, a separate invoice/delivery ticket shall be generated for re-delivered product(s).
- Under no circumstances shall the successful bidder sell unapproved items or items not on the bid to school sites. Invoices/delivery tickets for unapproved products sold without prior approval from the SNS District Office shall not be paid.

5.4.12 Credits: The successful vendor shall agree to accept, for full credit, the return of any item received which is found by the SNS Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

- Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the SNS Manager and the delivery person will initial the changes. The SNS Manager will adjust the invoice/delivery ticket by subtracting the value of the rejected product from the total due. For price discrepancies or product found to be defective after the delivery (within 48 hours), the vendor will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket number and be issued within 5 business days of request.

5.4.13 Payment Remittance: The successful vendor is responsible for submitting all invoices electronically to HCPS Accounts Payable Department for payment. In lieu of submitting invoices electronically, successful vendor can accept a Visa purchasing card as their acceptable form of payment.

- Electronic Invoicing – There are no costs associated with this method. An Excel spreadsheet containing customer number, school name, delivery ticket number, delivery date, invoice number, invoice date, amount, site number and site PO number is submitted once weekly to HCPS Accounts Payable Department for deliveries made the prior week. This allows time to correct discrepancies on invoices/delivery tickets prior to being sent to Accounts Payable. In addition, adjustments to invoices (credits or debits) must be sent to Accounts Payable utilizing the same spreadsheet. Payment terms are Net 30 days, unless you participate in our E-payables program. Note: Debit memos must be approved by the General Manager of Student Nutrition Services.

5.4.14 Pack size: If a pack size decreases during the specified costing period, the fee must be prorated. For example, if a pack size of 48 units was specified and bid, and the pack size subsequently changes to 24 units, the fee for the 24 pack case will be ½ the fee for the 48 pack case. Should the pack size increase, the fixed fee shall remain the same and not change.

5.4.15 Freight: Invoiced freight costs associated with the delivery of product to the vendor’s warehouse should be included in the vendor’s cost of the item.

5.4.16 Audits: On-site audits of selected items will be conducted a minimum of twice per year to monitor conformance to contract pricing. An independent auditor chosen by the district will select the items to be audited. Initial and subsequent price solicitations will be reviewed. The awarded vendor must maintain records of all documentation regarding prices within this contract and any and all price changes until they have been audited. The school district may withhold up to 10 percent of the final payment for the contract period until all audits are completed. Audits that reveal when the distributor has either overcharged or undercharged HCPS will be treated as follows:

- Overcharges: When an invoice from a supplier/packer reveals that the price of a product delivered to the distributor’s warehouse is less than the quoted cost, a credit will be due on each carton delivered at the incorrect price. The credit shall be provided within 30 days of the close of the month in which the audit took place. The credit shall be made in the form of a check made payable to the Hillsborough County Public Schools and submitted to “The Center for Nutrition and Culinary Services”, 9014 Brittany Way, Tampa, FL 33619.
- Undercharges: Whenever an invoice from a supplier/packer reveals that the price of a product delivered to the distributor’s warehouse is more than the quoted cost, a debit to the school district’s account will not be permitted.
- Ordering Requirements: School sites place produce orders, via our computer system, a minimum of 7 days in advance of delivery. Successful vendor is responsible for receiving and reviewing site orders; coordinating the ordering and delivery of all orders to individual school sites; handling all invoice discrepancies; and managing day to day delivery issues

5.4.17 Electronic Communication: The successful vendor must be able to receive orders electronically. Web based and proprietary-ordering systems will not be accepted. Student Nutrition Services uses a computerized order software system. After school sites place and complete their orders, they are electronically transmitted to the SNS District Office. The SNS District Office then consolidates and transmits daily orders (Monday - Friday) to the successful vendor. Orders will be exported to the vendor in a flat file, or any format needed, to the vendor via email. The export format is: Fixed Width or ASCII comma-quote delimited.

- Successful vendor is responsible for tracking orders to ensure that all school sites have placed a weekly order.
- Proposers that are not currently capable of receiving orders electronically will be required to obtain this level of computerization before the first delivery.
- There will be no stipulation of minimum order for any bid.
- Under no circumstances shall the successful distributor sell unapproved items or items not on the bid to school sites. Invoices for products sold without prior approval from the SNS District Office shall not be paid.

5.4.18 Item Substitutions: Each produce item delivered must be the price and pack size that is quoted on the weekly price list. If the successful distributor is temporarily out-of-stock of a particular produce item, they must contact the Student Nutrition District Office for guidance and approval to substitute another produce item. Delivery charges will not exceed the initial pack size. Example: If a 20 pound case was requested but substituted with two (2) 10 pound cases, only one delivery charge per 20 pounds will be allowed.

- An excessive occurrence of out-of-stock items may be cause for contract cancellation.

5.4.19 Reporting Requirements: The successful bidder will be required to submit a monthly price and usage report, provided to the successful vendor, which will indicate total monthly usage for each item delivered. The report shall include the following: product description, pack, brand name, total quantities purchased, as purchased, in their actual delivered unit (i.e., case or broken case unit), individual cost and total-cost extended cost for each item. Report must be submitted to the SNS District Office by the 15th day of each month for the previous month's deliveries. Failure to do so may result in contract cancellation.

5.4.20 Quality Control/Recall: Quality Control Reports are an internal tool that SNS managers utilize to communicate issues regarding items such as service, product quality, and/or possible contamination. Quality Control Reports addressing urgent issues, such as a contaminated food product, must be responded to with immediate action and a subsequent written report. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within five (5) days of notification. Failure to respond, in writing, to quality issues/reports may result in contract termination.

5.4.21 Food Safety & Recalls: Ensuring the safety of the food supply is critical to HCPS. Manufacturers, processors, and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The proposer shall have a process in place to effectively respond to a product recall which should include the following objectives:

- Provide accurate and timely communication to HCPS regarding a food recall.
- Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
- Streamline the process for reimbursement for recalled products.
- Bidders must provide with their proposal a contact person who is responsible for handling food/product recalls and a brief summary of how food/product recalls will be handled.

5.4.22 Competition with HCPS School Food Service Program: During the school day, the successful vendor will agree not to sell or furnish free of charge, any products to any club or organization connected with the school until one hour after the last serving period. It is also agreed that any products sold to any club or organization during the times permissible, will be sold at a price equal to or greater than the prices established by this contract. Violation of this clause may result in immediate discontinuation of services for the remainder of the contract period.

5.4.23 Necessary Resources. HCPS identifies, below, resources that are necessary to complete each task that includes labor, equipment, or materials (this list is non-exhaustive):

Proposers must have the necessary resources to deliver to approximately 30 school sites (high schools with salad bar programs and Silo Culinary Kitchen) twice per week. Once each Monday and one (1) additional delivery day per week; Approximately 188 school sites will require once per week delivery on either Monday, Tuesday, or Wednesday of each week.

5.4.24 Deliverables. Below, HCPS identifies project deliverables required for the services to be successfully completed, including any time-sensitive milestones or deliverables:

Please refer to section 5.4.5.

5.5 CUSTOMER SUPPORT SERVICES

5.5.1 Communications. A contact representative who is responsible for resolving all delivery, ordering, and bid related issues will need to be assigned by the Awarded Vendor. A local or toll-free phone number, cell phone number, and email address must be provided. The representative shall be required to be available from 6:00 am to 3:00 pm, Monday through Friday except school holidays or closing days.

Name: _____

Title: _____

Telephone: _____ Cell: _____

E-Mail Address: _____

5.5.2 Quality Of Services

[INTENTIONALLY BLANK]

6. TAB 3: COST/BEST VALUE

The Proposer must complete this section in its entirety or supplement this section with additional pages as to provide the District with a more detailed breakdown (Excel spreadsheet or quote for services, as applicable).

6.1.1 Price/Rate Submittal: Please respond according to the checked box(es) below:

Proposer must provide MS Excel spreadsheet as supplied by HCPS (separate document).
 Statement of Work (Section Applicable To A Defined Project). The Proposer must provide a preliminary statement of work (SOW) or quote for services, as applicable, to describe the framework within which the Awarded Vendor is expected to operate — that is, the work to be performed and/or the results to be achieved. The SOW should contain the following elements:

- **Introduction & Background** identifies the need for the work, cites the Agreement’s goals, describes the location of the work, and identifies how the Agreement work fits into the project/program’s mission and goals.
- **Objectives** are well-defined statements of the results to be achieved for the overall mission of the work to be accomplished. They should be quantifiable criteria that must be met for the work to be considered successful.
- **Scope** gives a brief description of what the work does and does not cover. It should be limited to what is necessary to convey the intent of the Agreement. It may include an outline of the extent of the work, a brief overview of the steps of the project, a brief description of the methodology used, and a description of the location of the work.
- **Tasks** are activities and milestones to accomplish the Agreement objectives. The Proposer may structure the work using milestones, deliverables, or processes. The following may be part of this section:
- **Time Frame and Deliverables** specifies timeframes applicable to the completion of tasks, milestones, and/or completion of the entire Agreement and states what the Awarded Vendor is responsible for delivering during the work and at the end of the project, as applicable.
- **Associated Costs** specifies costs associated with all required tasks, including rates (hourly/flat) and fees (e.g., for travel, materials & supplies, and miscellaneous expenses).
- **Signatures from Involved Parties** should include a signature page, requesting titles/positions and date.

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7. APPENDIX A: INSURANCE REQUIREMENTS

7.1 INSURANCE REQUIREMENTS (UPON AWARD)

Insurance requirements for HCPS vary based on the type of service, risk, and contract amount. The Awarded Vendor shall submit the insurance requirements as stated below to HCPS Procurement Services prior to performance of described commodities and contractual services. HCPS' Safety & Risk Management Office is ultimately responsible for the selection and approval of the insurance requirements for all HCPS agreements.

- Insurance carrier(s) must have a minimum A.M. Best Financial Rating of A-.
- The School Board of Hillsborough County, Florida must be named as Additional Insured, (If applicable, General Liability and Automobile Insurance only) and a Waiver of Subrogation must be in place.
- Certificate of Insurance must be received prior to commencement of work.

7.1.1 Workers' Compensation. The Awarded Vendor must comply with all requirements of the State of Florida Division of Workers' Compensation. The Workers Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy) shall be as required by Chapter 440, F.S. Coverage shall be for all its employees connected with the services of the Agreement. Unless insured by the Awarded Vendor, the Awarded Vendor shall require its subcontractors similarly to provide Workers' Compensation Insurance for all subcontractor employees.

7.1.1.1 Out of State Employers. Out of state employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida approved insurance carrier, which meets the requirements of Florida law and the Florida Insurance Code.

7.1.1.2 Subcontractor. The Awarded Vendor must ensure that its subcontractors have the required Workers' Compensation Insurance before they begin work on a project. If the subcontractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the Contractor. If an injury occurs, the Contractor is responsible for paying the benefits for the work-related injury, illness, or fatality.

7.1.1.3 Exemption. THE CONTRACTOR, IF EXEMPT BY THE STATE OF FLORIDA, MUST PROVIDE PROOF OF EXEMPTION (UNLESS A SOLE PROPRIETOR OR PARTNERSHIP).

- | | |
|---------------------------------|-------------|
| • Employers' Liability/Accident | • \$100,000 |
| • Disease Policy Limit | • \$500,000 |
| • Disease Each Employee | • \$100,000 |

7.1.2 Commercial/General Liability Insurance. If box is checked, the Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below. HCPS shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor or subcontractor providing such insurance. THE CONTRACTOR MUST LIST THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA, 901 E. KENNEDY BLVD., TAMPA, FL 33602 AS "CERTIFICATE HOLDER" AND "ADDITIONAL INSURED" ON THE SUBMITTED INSURANCE CERTIFICATE.

COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM ONLY)

COVERAGE

- | | |
|----------------------------------------------------|---------------|
| • General Aggregate | • \$1,000,000 |
| • Each Occurrence | • \$500,000 |
| • Products/Completed Operations Aggregate | • \$500,000 |
| • Personal and Advertising Injury | • \$500,000 |
| • Damage to Rented Premises [Fire Legal Liability] | • \$50,000 |
| • Medical Payments | • \$5,000 |

7.1.3 **Business Automobile Liability Insurance.** If box is checked, the Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below. A CONTRACTOR WHO UTILIZES AUTOMOBILES THAT STAY ON PUBLIC ROADS AND PARKING LOTS ONLY NEED TO HAVE INSURANCE AS REQUIRED BY THE STATE OF FLORIDA TO OPERATE ON PUBLIC ROADWAYS. AUTOMOBILE OPERATION ANYWHERE ELSE ON HCPS PROPERTY REQUIRES THE BELOW LISTED INSURANCE. This coverage shall be an "Any Auto" form policy. The insurance policy must list The School Board of Hillsborough County, Florida as "Certificate Holder" and "Additional Insured."

Automobile Liability	Not Transporting Students/Employees	Transporting Students/Employees
• Bodily Injury [per person/per accident]	\$500,000	\$1,000,000
• Personal Injury Protection (No Fault)	\$10,000	\$10,000
• Property Damage	\$500,000	\$1,000,000
• Hired – Non-Owned Liability	\$500,000	\$1,000,000
• Medical Payments	\$5,000	\$5,000
• Combined Single Limit [in lieu of above split limits]	\$1,000,000	\$5,000,00

7.1.4 **Professional Liability and/or Errors and Omissions Liability Insurance.** If box is checked, the Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below:

- Bodily Injury and Property Damage (each claim and aggregate): \$1,000,000; and
- maximum Self-Insured Retention/Deductible: \$1,000,000

7.1.5 **Pollution Liability Insurance.** If box is checked, the Contractor shall submit a certificate of insurance for Contractors/Subcontractors showing the limits, below:

- Bodily Injury and Property Damage (each claim and aggregate): \$1,000,000.

7.1.6 No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, F.S., by any agency or political subdivision to which sovereign immunity may be applicable

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APPENDIX A: STUDENT NUTRITION SERVICES

1. DEFINITIONS

- 1.1. Code of Federal Regulations (CFR):** CFR means the codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal government.
- 1.2. Food and Nutrition Service of the United States Department of Agriculture (FNS):** FNS administers the nutrition assistance programs of USDA. The mission of FNS is to work with partners to provide food and nutrition education to people in need in a way that inspires public confidence and supports American agriculture.
- 1.3. Food Service Management Company (“FSMC” or “Contractor”):** means a commercial enterprise or a nonprofit organization that is or may be contracted with or by the SFA to manage any aspect of the school food service. [7 CFR 210.2] Under the Summer Food Service Program an FSMC means any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in §225.15. Food service management companies may be: (a) Public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies. [7 CFR 225.2] Under the Child and Adult Care Food Program an FSMC means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program. [7 CFR 226.2].
- 1.4. School Food Authority (SFA):** The SFA (Hillsborough County Public Schools) is the administering unit for the operation of a school feeding program. It receives federal meal reimbursements for meal programs and is responsible for ensuring that meal counts and eligibility criteria are met.

2. STATE OF FLORIDA SCHOOL FOOD AUTHORITY (SFA) REQUIRED LANGUAGE

For any agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the agreement and the Contractor accepts and acknowledges that it is and shall remain in compliance with said terms and conditions for the term of the award.

- 2.1. Food Specifications:** All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) Food Buying Guide (“FBG”), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and the Florida Department of Agriculture and Consumer Services (“FDACS”).

If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.

Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

- 2.2. All USDA-donated commodities offered to the SFA and made available to HCPS are acceptable and should be utilized in as large a quantity as may be efficiently utilized. For all other food components, specifications shall be as follows:**
- 2.2.1. Breads, bread alternates, and grains:** All breads must be from whole-grain or whole-grain-rich flour/meal. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- 2.2.2. Meat and Poultry:** All meat and poultry must have been inspected by USDA and must be free from off color or odor.
- Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.

- Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from USDA.
- For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
- For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.

2.2.3. Cheese: All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.

2.2.4. Fish: All fish must have been inspected by the United States Department of Commerce (“USDC”) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (“PUFI”) by the USDC.

2.2.5. Fruits: All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits, at a minimum, must meet the food distributors’ second quality level. Fruits should have characteristic color and good flavor and be well shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

2.2.6. Vegetables: All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables, at a minimum, must meet the food distributors’ second quality level. Vegetables should have characteristic color and good flavor and be well shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements. All canned vegetables must meet the food distributors’ first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.

2.2.7. Eggs: Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade “A”, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

2.2.8. Sauces: Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

2.2.9. Milk: Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.

3. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: ALL CONTRACTS

3.1. Buy American (7 CFR Part 210.21 (D)): Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the

final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

- 3.2. Energy Policy And Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 3.3. Equal Employment Opportunity:** During the performance of this contract, the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - The Contractor will, in all solicitations or advancements, for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.4. Debarment and Suspension: The Proposer by submission and signature of this Proposal that the Proposer complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR, part 85, sections 85.105 and 85.110-(ed80-0013).

- The prospective lower tier (\$25,000) participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 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 solicitation.

3.5. Funding Agreement (Rights to Inventions): Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. The Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

3.6. Drug Free Workplace: The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3.7. Retention Requirements for Records: The Contractor shall retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.

3.8. Discounts, Rebates & Credits: The SFA shall ensure that the Contractor fully discloses all discounts, rebates, applicable credits, allowances, and incentives received by the Contractor. Allowable costs will be paid from the nonprofit school food service account to the Contractor net of all discounts, rebates, and other applicable credits accruing to or received by the Contractor or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

3.9. Hold Harmless and Indemnification: The Contractor agrees to release, discharge, indemnify, defend, and hold harmless HCPS, its employees and agents for all illness, injury, or damage to persons or property that may arise out of the activities covered under this Agreement, including the transportation, distribution, use, or consumption of food items, irrespective of any negligence on the part of HCPS. Furthermore, the Contractor agrees to defend and fully indemnify HCPS from any and all liability, loss, or damage HCPS or its agents or employees may suffer as

a result of claims, demands, costs, penalties, litigation, or judgments against it arising from any and all illness, injury, or damage to any person, persons, or property caused by or resulting from the activities covered under this Agreement, including the transportation, distribution, use or consumption of food items.

- 3.10. Civil Rights:** The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.
- 3.11. Prohibitions of Gratuities:** By submission of a Proposal, a Proposer certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be terminated when it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
- 3.12. Inspection of Facility:** SFA reserves the right to inspect the Contractor’s preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.

4. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: CONSTRUCTION CONTRACTS

4.1. Davis Bacon (Construction Contracts Greater Than \$2,000): If the total amount of this contract exceeds \$2,000, the federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract. All laborers and mechanics employed by contractors and subcontractors on federally funded construction projects are required to be paid wages not less than the prevailing wages for projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40 of the United States Code. Determinations regarding the applicable prevailing wages are contained at the Department of Labor’s official website: <https://wdol.gov/>.

5. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: CONTRACTS GREATER THAN

- **\$10,000**

5.1. Recovered Materials (2 CFR §200.322): The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS FOR CONTRACTS GREATER THAN

- **\$100,000**

6.1. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): The Contractor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible if the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation, or transmission of intelligence.

6.2. Byrd Anti-Lobbying Amendment: The Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

7. PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS: CONTRACTS GREATER THAN

- **\$150,000:**

7.1. Clean Air and Water Pollution Acts (42 U.S.C. 7401 et seq.): The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report all violations to the Federal awarding agency and the Regional Office of the EPA, and notify HCPS concurrently within 30 days of notice of the violation.

7.2. Breach of Contract/ Administrative, Contractual, or Legal Remedies: The Contractor’s failure to provide the commodities and contractual services within the time specified in this solicitation shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If the Contractor cannot provide the commodities and contractual services, HCPS reserves the right to purchase product from the next lowest/rated Proposer. The defaulting Contractor may be responsible for reimbursing HCPS for the price differences.

8. SUBMIT THIS SIGNATURE PAGE WITH YOUR PROPOSAL

Signature acknowledges that Proposer: has read the above terms and conditions thoroughly before submitting a proposal, will fulfill the applicable obligations in accordance to said terms and conditions, and is submitting without collusion with any other individual or firm.

Vendor/Firm Name

Signature of Proposer’s Authorized Official Date

Print Name and Title of Proposer’s Authorized Official

9. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

- **(To be submitted with each proposal exceeding \$100,000)**

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Vendor/Firm Name

Signature of Proposer's Authorized Official Date

Print Name and Title of Proposer's Authorized Official

10. APPENDIX B: PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR FEDERAL AWARDS

If Box is checked: HCPS will follow §§ 200.318 General Procurement Standards through 200.326. Contract provisions for any agreement that involves, receives, or utilizes Federal Grants funding, must state that the following terms and conditions shall be a part of this Agreement and the Consultant accepts and acknowledges that it is compliant and will continue to comply with the applicable terms and conditions for the term of the award:

The following terms and conditions are a part of the Agreement, and the Contractor accepts and acknowledges that it is and will remain compliant with said terms and conditions for the term of the Agreement.

10.1.1 Termination (With or Without Cause). Either Party may terminate this Agreement with thirty (30) days' prior written notice to the other Party. HCPS shall be responsible only for payments still due to the Consultant for services performed in accordance with this Agreement up to the time of termination.

10.1.2 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321). The Contractor, if subcontracts are to be let, must take the following affirmative steps:

- Place qualified small and minority businesses and women's business enterprises on solicitation lists; and
- Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; and
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
- Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.3 Procurement of Recovered Materials (2 CFR § 200.322). HCPS and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10.1.4 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award expected to equal or exceed \$25,000 (2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." the Consultant certifies that it complies with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, the Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

10.1.5 Contract Work Hours and Safety Standards Act (40 U.S. Code 3701-3708). HCPS awarded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S. Code 3702 of the Act, the Consultant must compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work hours exceeding the standard workweek is permissible if the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

- 10.1.6 Byrd Anti-Lobbying Amendment (31 U.S. Code 1352).** For contracts exceeding \$100,000, the Consultant must file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Consultant must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.1.7 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award expected to equal or exceed \$25,000 (2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” the Consultant certifies that it complies with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, the Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 10.1.8 Remedies for Violation or Breach of Contract.** The Contractor agrees to the use of liquidated damages in the event the Consultant fails to perform in accordance with the provisions herein. On the occasion where the Consultant is in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, HCPS may procure the necessary commodities and contractual services from an alternative source and hold the Consultant financially responsible for any excess costs incurred. The difference between the proposed price of the commodity or contractual service and the actual price paid may be deducted from any current or future obligations owed to the Consultant. In addition, default will result in termination of contract and a prohibition against future business with HCPS for a term of not less than two (2) years.
- 10.1.9 Clean Air Act (42 U.S. Code 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As amended—Contracts in excess of \$150,000 requires the Consultant to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10.1.10 Rights to Inventions.** Any “funding agreement” entered into for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government under 37 CFR § 401.2 (a) and HCPS wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement,” must be in compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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11. GREATER THAN SMALL PURCHASE THRESHOLD (\$10,000)

11.1 Audit of Records: The contractor shall allow for the audit, examination, excerpt, and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TDA, and their authorized representatives.

11.2 Audit of Records: The Contractor shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding the contractor's records have not been resolved within the three-(3) year record retention period, the records must be retained beyond the three-(3) year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

[INTENTIONALLY BLANK]



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or a agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," 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, at 2 C.F.R. Parts 180 and 417. You may contact the department or a agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or a agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or a agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.