

# Solicitation 08C-34D

## Term Contract Local Bulk Farm Products



School District of Palm Beach County FL

## Bid 08C-34D Term Contract Local Bulk Farm Products

Bid Number 08C-34D  
Bid Title Term Contract Local Bulk Farm Products

Bid Start Date Mar 12, 2008 2:49:31 PM EDT  
Bid End Date Apr 2, 2008 2:00:00 PM EDT  
Question & Answer End Date Mar 21, 2008 5:00:00 PM EDT

Bid Contact Dick Hardman  
561-434-8209  
hardman@palmbeach.k12.fl.us

Contract Duration 1 year  
Contract Renewal 4 annual renewals  
Prices Good for See Term of Contract

Bid Comments \*THIS IS A NO FEE BID

The mileage radius selected is used only to help in establishing a mailing list for the District, and is by no means meant to discourage any bidders from bidding who may be outside the selected mile radius.

SCOPE: The School District of Palm Beach County is the eleventh largest in the nation with 185 schools serving over 168,546 students who speak 156 languages and dialects. Our 2007-2008 total budget is \$3.6 billion serving 21,707 employees including 12,536 teachers. Over 32,597 community volunteers provide academic assistance to students through the Volunteer in Public Schools program. Additionally approximately 530 business partners offer resources to support increased student achievement. The School District of Palm Beach County is the only urban district in the state with an "A" rating and 80% of our schools have an "A" or "B" grade. Food Service served approximately 139,000 meals daily or 25.4 million meals for the year.

The intent of this solicitation is to support local farmers while serving fresh farm products to the School District of Palm Beach County's students.

The purpose of this Invitation to Bid is to pre-qualify vendors to supply future quotes for product. All bidders who meet or exceed the criteria and offer competitive pricing shall be pre-qualified by the School District of Palm Beach County to offer quotations for Local Bulk Farm Products, as specified herein.

AWARD: Bid will be awarded to multiple responsive, responsible bidders meeting qualifications, terms, and conditions of this bid, in order to create a pool of qualified vendors to provide products as described herein. The request for products will be made at the District's discretion on an as needed basis during the term of the contract beginning from the date of award.

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

All pricing must include the total costs per unit of product. No additional shipping, fuel charge or other costs will be accepted.

DELIVERY: Successful bidder shall have items available for delivery as scheduled by the School District or the awarded distribution service for the School District.

Deliveries of awarded products will be made to the distribution service awardee, currently, Sysco Food Service of Southeast Florida, 1999 Highway 710, Riviera Beach, FL 33404, who shall be responsible to the District for all items selected as a result of this bid and shall be the only entity authorized to pay invoices.

M/WBE GOAL: The Goal Setting Committee has not established a bid preference for participation/ utilization of Minority/Women's Business Enterprises.

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

#### Item Response Form

Item 08C-34D-1-01 - .  
 Quantity 1 each  
 Prices are not requested for this item.  
 Delivery Location School District of Palm Beach County  
 FI  
SEE SPECIAL CONDITIONS "C" -  
DELIVERY  
 .  
 . FL .  
 Qty 1

Description  
 SUBMIT PRICING ON DOCUMENT 08C-34D Bid Summary Document.

<b>SCHOOL DISTRICT OF PALM BEACH COUNTY</b> <b>PURCHASING DEPARTMENT</b> <b>3300 Forest Hill Boulevard, Suite A-323</b> <b>West Palm Beach, FL 33406-5813</b>	
<b>INVITATION TO BID</b> <b>Bidder Acknowledgement</b>	
<b>Vendor Name:</b>	<input style="width: 95%;" type="text"/>
<b>Vendor Mailing Address:</b>	
<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>	
<b>Area Code / Telephone Number:</b>	<input style="width: 95%;" type="text"/>
<b>Toll-Free Telephone Number:</b> <input style="width: 95%;" type="text"/>	
<b>Fax Number:</b>	<input style="width: 95%;" type="text"/>
<b>Vendor E-Mail Address:</b> <input style="width: 95%;" type="text"/>	
<b>Vendor Web Address</b> <input style="width: 95%;" type="text"/>	
<b>FEID No. or SS #:</b> <input style="width: 95%;" type="text"/>	
<b>Terms:</b> <input style="width: 80%;" type="text"/>	<b>Delivery</b> <input style="width: 50px;" type="text"/> <b>calendar days</b> <b>after receipt of order:</b>
<p style="text-align: center;"><b><u>ANTI-COLLUSION</u></b></p> <p><b>By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida.</b></p> <div style="margin-top: 20px;"> <input style="width: 100%;" type="text"/>  <p style="text-align: center;"><b>Name of Company Representative Submitting Bid</b> <b>Representative Submitting Bid</b></p> <input style="width: 100%;" type="text"/>  <p><b>Title of Company</b></p> <input style="width: 100%;" type="text"/>  <p style="text-align: center;"><b>Date</b></p> </div>	

**This form must be executed and returned with attached bid at time of bid opening to be considered.**

## **INSTRUCTIONS TO BIDDERS**

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

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.
2. **ANTI-COLLUSION:** By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School District of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
4. **BIDS:** Bids will be received electronically through a secure mailbox at RFP Depot, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure their bid reaches RFP Depot on or before the closing date and hour as indicated in this bid document.
5. **INSPECTION AND READING OF BID:** As per Florida Statute 119.07(3)(o), the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. 120.57(3) or within ten days after bid or proposal opening, whichever is earlier.
6. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.
7. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one time in a two-year period without penalty.
8. **DEFAULT:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
9. **CANCELLATION / TERMINATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent or designee shall give written notice to the contractor stating

the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or their designee for immediate cancellation. Upon cancellation hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The Board or their designee reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said contract. The Board or their designee shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

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

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

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

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

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

*regarding any of these actions or proposed actions with other governmental agencies.*

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

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

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

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

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in section 120.57(3), Florida Statutes. Failure to post bond with the school board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any bidder who is adversely affected by the recommended award may address the school board at a regularly scheduled board meeting.

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

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption

does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.
20. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid or prior to use for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

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

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

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

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

23. **PRODUCT RECALL:** In the event the awarded vendor receives notice that a product delivered by the awarded vendor to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal

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

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

## **GENERAL CONDITIONS FOR BIDS**

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

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

4. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
5. **FUNDING OUT, TERMINATION, CANCELLATION:** Florida School Laws prohibit the School Board or their designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

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

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

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

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School District of all further obligations in any way related to such equipment covered herein”.**

This completed statement must be included as part of any lease agreement submitted by the successful bidder. No lease will be considered that does not include this provision for “funding out”.

6. **MINORITY BUSINESS PARTICIPATION:** The School District of Palm Beach County strongly

encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>.

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

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

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

The School District of Palm Beach County has a reciprocity agreement with Palm Beach County, the City of West Palm Beach and the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification. If a vendor has graduated from our program, the District does not receive any reciprocity.

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

7. **CONTRACTOR BID REQUIREMENTS:** As part of its bid or proposal, Bidder or Proposer shall provide to the School District a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
8. **CONTRACT DISCLOSURE:** Upon the School District's request, and upon the filing of a complaint against Contractor pursuant to Palm Beach County School Board Policy 6.144, Contractor agrees to provide the School District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Contractor understands and agrees that violation of this clause is

a material breach of the contract and may result in contract termination, debarment, and other sanctions.

9. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
  - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

This article will survive the termination of this contract.

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

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

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L 442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:

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

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

- 13. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 14. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- 15. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 16. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
- 17. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
- 18. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from

the District.

19. **SAMPLES, DEMONSTRATIONS AND TESTING:**

- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
- B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
- C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

20. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

24. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

25. **ORDERING PROCEDURE:**

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

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

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

26. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at RFP Depot.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
27. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Instruction to Bidders, and Lobbying, of this proposal and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

28. **INTERPRETATIONS:** Neither RFP Depot nor any employee of the School District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
29. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions or the Instructions to Bidders shall have precedence.

## **08C- 34D SPECIAL CONDITIONS**

- A. **SCOPE:** The School District of Palm Beach County is the eleventh largest in the nation with 185 schools serving over 168,546 students who speak 156 languages and dialects. Our 2007-2008 total budget is \$3.6 billion serving 21,707 employees including 12,536 teachers. Over 32,597 community volunteers provide academic assistance to students through the Volunteer in Public Schools program. Additionally approximately 530 business partners offer resources to support increased student achievement. The School District of Palm Beach County is the only urban district in the state with an "A" rating and 80% of our schools have an "A" or "B" grade. Food Service served approximately 139,000 meals daily or 25.4 million meals for the year.

The intent of this solicitation is to support local farmers while serving fresh farm products to the School District of Palm Beach County's students.

The purpose of this Invitation to Bid is to pre-qualify vendors to supply future quotes for product. All bidders who meet or exceed the criteria and offer competitive pricing shall be pre-qualified by the School District of Palm Beach County to offer quotations for Local Bulk Farm Products, as specified herein.

- B. **AWARD:** Bid will be awarded to multiple responsive, responsible bidders meeting qualifications, terms, and conditions of this bid, in order to create a pool of qualified vendors to provide products as described herein. The request for products will be made at the District's discretion on an as needed basis during the term of the contract beginning from the date of award.

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

All pricing must include the total costs per unit of product. No additional shipping, fuel charge or other costs will be accepted.

- C. **DELIVERY:** Successful bidder shall have items available for delivery as scheduled by the School District or the awarded distribution service for the School District.

Deliveries of awarded products will be made to the distribution service awardee, currently, Sysco Food Service of Southeast Florida, 1999 Highway 710, Riviera Beach, FL 33404, who shall be responsible to the District for all items selected as a result of this bid and shall be the only entity authorized to pay invoices.

- D. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/ utilization of Minority/Women's Business Enterprises.

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

**E. RESPONSIBILITIES OF VENDOR TO DISTRIBUTION SERVICE**

1. Awarded Vendors must contact Gloria Steib from Sysco SE at [Steib.Gloria@sef.sysco.com](mailto:Steib.Gloria@sef.sysco.com) the Distribution Service within seven (7) days of receipt of the Award Letter. Sysco will forward via email to each awarded vendor an Awarded Vendor Packet. Receipt of this information is imperative to be set up as a vendor within Sysco's system.
2. Certificate of Insurance. (Refer to Special Condition R)
3. Contact Name and contact information (email and phone)
4. Manufacturer's internal 14 digit UPC Code.
5. Correct pallet configuration for each awarded item.

F. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.

G. **TERM OF CONTRACT:** The term of any awarded contract shall be for one (1) year from the date of award, and may be renewable for four (4) additional one-year period by mutual agreement between the School District and the awardee(s). If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of the quotes.

H. **PURCHASE OF ITEMS FROM THE BID SOLICITATION BASED ON PRICE QUOTES:** The District is aware of the products that area farms have to offer in sufficient quantity to serve its students. Currently, the District anticipates issuing quotes for Sweet Corn Cobbett's, Sweet Whole Ear Corn and Green Beans. Quotes for these products may change or vary due to weather or other factors.

I. **THE PROCESS:** Once this bid has been awarded, Request for Quotes (RFQ) will be sent out per product and growing season, based on the terms and conditions of this bid.

1. As each growing season approaches, a RFQ from the Purchasing Department will be initiated through RFP Depot per product/season.
2. The RFQ will include product specification, estimated quantities, ordering dates and tentative usage days for the products.
3. The RFQ will only be sent to vendors who have been pre-qualified by being awarded on this bid.
4. RFQ Pricing; Prices awarded in this bid are the basis for the pricing in subsequent RFQ's. The offers made on this bid per line item will be the maximum prices allowed on the vendors RFQ for that line. Therefore, the vendor's awarded bid pricing can not be exceeded on that vendor's quotes. Quote pricing that exceeds prices established in this bid will be rejected.

5. Low price on the RFQ will be awarded the contract for the product and season under the term, and conditions in this bid.
6. This award of quotes does not exempt another vendor for bidding on any future RFQ.
7. The award information will be forwarded to School Food Service and the Distribution Service.
8. All orders will be placed by the Distribution Service.

- J. **VENDOR QUALIFICATIONS:** The intent of this solicitation is to support local farmers while serving Palm Beach County students fresh products that our region has to offer.

The Vendor must complete the enclosed qualification questionnaire which will be used to evaluate the vendors capabilities to supply product during the contract period. The completed questionnaire must contain specific and sufficient information which directly responds to the request. The School District of Palm Beach County reserves the right to reject bids which do not provide sufficient information to evaluate the qualifications of the Vendor and where information provided does not demonstrate a proven past record (such as negative references, etc.) **Note: Failure to submit the requested completed documents will render your firm non-responsive.**

List a minimum of three (3) references on attached Reference Document.

The Vendor shall maintain an office/processing facility and have 75% of product grown within the geographic boundaries of Palm Beach. This office shall be staffed by an English speaking company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract; and must have a working Facsimile (FAX) machine or email address available twenty-four (24) hours a day to expedite quotes.

- K. **SAMPLE PRODUCT:** To aid in the determination of Special Condition J, a case of sample product, if available, may be requested at no cost to the District. Product must be furnished within three business days upon request.
- L. **QUOTES:** The bidder offering the lowest quote price shall be awarded under the terms and conditions of this bid. The award of the quote to one bidder does not preclude the ability of the remaining pre-qualified bidder(s) from submitting offers for other products or growing season. Once invited to quote, if the bidder cannot supply the estimated quantity of product necessary they are requested not to place an offer. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a quote cannot fulfill their commitment. Quotes will be solicited and awarded by growing season.
- M. **SAFETY AND QUALITY ASSURANCE:** Vendors shall have in place a system for safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation. This information is required on the Qualifications attachment. If applicable, vendors shall identify their coding procedure which clearly indicates packing dates and lot numbers. Items delivered to distribution service will be rejected if packing dates are

outside the acceptable shelf life. Furthermore, the School District reserves the right to identify and reject on delivery certain unstable items which have shorter shelf spans.

- N. **SITE INSPECTION:** The School District reserve the right to inspect the facilities and processes involved in the harvesting and processing of the product.
- O. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be addressed to Dick Hardman, Purchasing Agent, Purchasing Department (561-434-8902), who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Dick Hardman nor any employee of the School District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by written addendum.
- P. **QUESTIONS: All questions are due on RFP Depot by 5:00p.m. on March 21, 2008.**
- Q. **AREA REPRESENTATIVE:** Bidder(s) should indicate name, address, phone number and email address of the vendor representatives who will be available, upon request, to resolve billing, delivery and other issues that might arise. See attached form.
- R. **NOTIFICATION OF AWARD:** A notice of award letter will be sent to the successful bidder(s). Purchases will be directed through a designated agent (currently Sysco Food Service of Southeast Florida) of the District known as the distribution service that places the orders, inventories the product and is responsible for all payments of the products. **NOTE:** See Special Condition E.
- S. **LIQUIDATED DAMAGES:** When the awarded bidder fails to deliver incorrect quantities or not on time, to the distribution service and a substitute item needs to be purchased, the awarded bidder shall pay the distribution service the price difference between the original bid price and the price of the substitute, if higher.

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

If the vendor is found in default of the contract, the Purchasing Department shall issue a notice letter that advises the awarded bidder that a recommendation may be made to the Board to debar the vendor. The letter shall state the reason for the action taken. The term of debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three years.

- T. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance. Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to Gloria Steib, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the distribution service via certified mail in the event of cancellation.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department, or by the distribution service. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

- U. **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:** The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the bid or within three days of request.
- V. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with RFP Depot and at the Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, West Palm Beach, FL, on April 9, 2008, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a specification protest within the time prescribed in §[120.57](#)(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter [120](#), Florida Statutes, and applicable Board rules, regulations and policies.

**08C-34D BID SUMMARY DOCUMENT**

<b>VENDOR NAME:</b> <input style="width: 200px;" type="text"/>			
<b>1</b>	<b>Fresh cut Super Sweet Corn Cobbett's;</b> Three (3) inch minimum length, Super Sweet (SH2) only, Grade US 1, completely husked, cleaned and ready to cook, raw product must be pre-cooled and maintain a core temperature of 45° degrees, yellow, white or bi-color are acceptable; Product production must be preformed in a certified Food Safety environment.		
<b>1A</b>	<u>Growing Season Dates</u> December to April		
	Cost per cobbett	\$ <input style="width: 50px;" type="text"/>	ea
	Count per Case	<input style="width: 50px;" type="text"/>	ea/case
	Cases per Pallet	<input style="width: 50px;" type="text"/>	cs
<b>1B</b>	<u>Growing Season Dates</u> April to June		
	Cost per cobbett	\$ <input style="width: 50px;" type="text"/>	ea
	Count per Case	<input style="width: 50px;" type="text"/>	ea/case
	Cases per Pallet	<input style="width: 50px;" type="text"/>	cs
<b>1C</b>	<u>Additional</u>	<u>Growing Season Dates</u>	<input style="width: 50px;" type="text"/> to <input style="width: 50px;" type="text"/>
		Cost per cobbett	\$ <input style="width: 50px;" type="text"/> ea
		Count per Case	<input style="width: 50px;" type="text"/> ea/case
		Cases per Pallet	<input style="width: 50px;" type="text"/> cs
<b>1D</b>	<u>Additional</u>	<u>Growing Season Dates</u>	<input style="width: 50px;" type="text"/> to <input style="width: 50px;" type="text"/>
		Cost per cobbett	\$ <input style="width: 50px;" type="text"/> ea
		Count per Case	<input style="width: 50px;" type="text"/> ea/case
		Cases per Pallet	<input style="width: 50px;" type="text"/> cs
<b>1E</b>	<u>Additional</u>	<u>Growing Season Dates</u>	<input style="width: 50px;" type="text"/> to <input style="width: 50px;" type="text"/>
		Cost per cobbett	\$ <input style="width: 50px;" type="text"/> ea
		Count per Case	<input style="width: 50px;" type="text"/> ea/case
		Cases per Pallet	<input style="width: 50px;" type="text"/> cs
<b>2</b>	<b>Fresh cut Super Sweet whole ears of corn;</b> Five (5) inch minimum length, Super Sweet (SH2) only, Grade US 1, completely husked, cleaned and ready to cook, raw product must be pre-cooled and maintain a core temperature of 45° degrees, yellow, white or bi-color are acceptable; Product production must be preformed in a certified Food Safety environment.		
<b>2A</b>	<u>Growing Season Dates</u> December to April		
	Cost per ear	\$ <input style="width: 50px;" type="text"/>	ea
	Count per Case	<input style="width: 50px;" type="text"/>	ea/case
	Cases per Pallet	<input style="width: 50px;" type="text"/>	cs

<b>2B</b>	<u>Growing Season Dates April to June</u>			
	Cost per ear	\$	<input type="text"/>	ea
	Count per Case		<input type="text"/>	ea/case
	Cases per Pallet		<input type="text"/>	cs
<b>2C</b>	Additional	Growing Season Dates	<input type="text"/>	to <input type="text"/>
	Cost per ear	\$	<input type="text"/>	ea
	Count per Case		<input type="text"/>	ea/case
	Cases per Pallet		<input type="text"/>	cs
<b>2D</b>	Additional	Growing Season Dates	<input type="text"/>	to <input type="text"/>
	Cost per ear	\$	<input type="text"/>	ea
	Count per Case		<input type="text"/>	ea/case
	Cases per Pallet		<input type="text"/>	cs
<b>2E</b>	Additional	Growing Season Dates	<input type="text"/>	to <input type="text"/>
	Cost per ear	\$	<input type="text"/>	ea
	Count per Case		<input type="text"/>	ea/case
	Cases per Pallet		<input type="text"/>	cs
<b>3</b>	<b>Fresh cut "snipped" Gourmet Green Beans;</b> Snipped and washed, ready to cook, temperature not to exceed 50° degrees. Product production must be preformed in a certified Food Safety environment.			
<b>3A</b>	<u>Growing Season Dates December to April</u>			
	Cost per pound	\$	<input type="text"/>	pound
	Count per Case		<input type="text"/>	lb/case
	Cases per Pallet		<input type="text"/>	cs
<b>3B</b>	<u>Growing Season Dates April to June</u>			
	Cost per pound	\$	<input type="text"/>	pound
	Count per Case		<input type="text"/>	lb/case
	Cases per Pallet		<input type="text"/>	cs
<b>3C</b>	Additional	Growing Season Dates	<input type="text"/>	to <input type="text"/>
	Cost per pound	\$	<input type="text"/>	pound
	Count per Case		<input type="text"/>	lb/case
	Cases per Pallet		<input type="text"/>	cs
<b>3D</b>	Additional	Growing Season Dates	<input type="text"/>	to <input type="text"/>
	Cost per pound	\$	<input type="text"/>	pound

		Count per Case		lb/case
		Cases per Pallet		cs
<b>3E</b>	<u>Additional</u>	<u>Growing Season Dates</u>	<input type="text"/>	to <input type="text"/>
		Cost per pound	\$ <input type="text"/>	pound
		Count per Case		lb/case
		Cases per Pallet		cs

**08C-34D LOCAL BULK FARM PRODUCTS**

**QUALIFICATIONS per Special Condition "J"**

The following questionnaire shall be completed by the Bidder for evaluation purposes for determining adequate qualifications. The School District of Palm Beach County shall weigh (a) experience and qualifications of each Bidder and (b) the quality of products and services proposed by each bidder.

<b>1. FIRM NAME:</b> <input type="text"/>			
Address: <input type="text"/>			
City: <input type="text"/>	State: <input type="text"/>	Zip: <input type="text"/>	
Phone: <input type="text"/>	Fax: <input type="text"/>		
Contact for Inquiries: <input type="text"/>	Email Address: <input type="text"/>		
<b>2. INSURANCE:</b>			
Insurance Company: <input type="text"/>			
Agent Company: <input type="text"/>			
Agent Contact : <input type="text"/>	Phone: <input type="text"/>		
Worker's Compensation Modifier for the past three (3) years <input type="text"/>			
<b>3. EXPERIENCE:</b>			
Years in business:	<input type="text"/>		
Years in Palm Beach County performing this business:	<input type="text"/>		
Value of product produced last year:	\$ <input type="text"/>		
Value of product produced two years ago:	\$ <input type="text"/>		
Number of acres currently able to produce product within Palm Beach County:	<input type="text"/>		
Number of acres currently able to produce product outside of Palm Beach County:	<input type="text"/>		
<b>Has firm:</b>			
Failed to complete a contract?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Been involved in bankruptcy or reorganization?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Pending judgment claims or suits against firm?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If answer to preceding is yes, submit details:			
<input type="text"/>			
<b>4. SAFETY:</b>			
Have you had any OSHA fines within the last three (3) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Have you had jobsite fatalities within the last five (5) years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If you have answered <b>YES</b> to either of the above questions, you <b>MUST</b> submit on a separate sheet the details describing the circumstances surrounding each incident.			
<input type="text"/>			

TOTAL NUMBER OF STAFF EMPLOYED WITHIN PALM BEACH COUNTY INCLUDES THE FOLLOWING:		
<b>Permanent Staffing</b>		
Management <input type="text"/>	Foremen <input type="text"/>	Equipment Operators <input type="text"/>
Field Labor <input type="text"/>	Processing Labor <input type="text"/>	Other <input type="text"/>
<b>Part Time/Seasonal, include approximate number of months employed</b>		
Laborers <input type="text"/> , <input type="text"/>	Other <input type="text"/> , <input type="text"/>	<input type="text"/>
Please outline your quality assurance/safety program. Upload with your bid, the most recent report, if possible. Include steps taken if there is a problem or sub quality product identified.		
<b>5. PRODUCTS / VOLUME: Add extra pages if necessary</b>		
LIST IN ORDER THE MOST SIGNIFICANT PRODUCTS PRODUCED (in dollars) IN PALM BEACH COUNTY IN THE PAST THREE YEARS.		
<b>Product #1:</b>		
Product Name:	<input type="text"/>	
Growing Season Dates	<input type="text"/>	to <input type="text"/>
Harvest Start Date	<input type="text"/>	
Quantity of Product Produced Annually	<input type="text"/>	
Percent of acreage used	<input type="text"/>	
<b>Product #2:</b>		
Product Name:	<input type="text"/>	
Growing Season Dates	<input type="text"/>	to <input type="text"/>
Harvest Start Date	<input type="text"/>	
Quantity of Product Produced Annually	<input type="text"/>	
Percent of acreage used	<input type="text"/>	
<b>Product #3:</b>		
Product Name:	<input type="text"/>	

Growing Season Dates	<input type="text"/> to <input type="text"/>
Harvest Start Date	<input type="text"/>
Quantity of Product Produced Annually	<input type="text"/>
Percent of acreage used	<input type="text"/>
<b>Product #4:</b>	
Product Name:	<input type="text"/>
Growing Season Dates	<input type="text"/> to <input type="text"/>
Harvest Start Date	<input type="text"/>
Quantity of Product Produced Annually	<input type="text"/>
Percent of acreage used	<input type="text"/>
<b>Product #5:</b>	
Product Name:	<input type="text"/>
Growing Season Dates	<input type="text"/> to <input type="text"/>
Harvest Start Date	<input type="text"/>
Quantity of Product Produced Annually	<input type="text"/>
Percent of acreage used	<input type="text"/>
<b>Product #6:</b>	
Product Name:	<input type="text"/>
Growing Season Dates	<input type="text"/> to <input type="text"/>
Harvest Start Date	<input type="text"/>
Quantity of Product Produced Annually	<input type="text"/>
Percent of acreage used	<input type="text"/>
<b>Product #7:</b>	
Product Name:	<input type="text"/>
Growing Season Dates	<input type="text"/> to <input type="text"/>
Harvest Start Date	<input type="text"/>
Quantity of Product Produced Annually	<input type="text"/>
Percent of acreage used	<input type="text"/>

**08C- 34D – REFERENCE DOCUMENT**

Per Special Conditions “J “

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

List a minimum of three (3) references which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past five (5) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service. Bidders shall upload to [www.RFPDepot.com](http://www.RFPDepot.com) with the bid or fax to 561/963-3823.

<b>Vendor Name:</b>		
1.	Reference:	
	Name of Firm:	
	Scope of Work:	
	Cost of Service:	
	Date of Service:	
	Contact Person:	
	Address:	
	Phone #:	
	Email:	
<b>Vendor Name:</b>		
2.	Reference:	
	Name of Firm:	
	Scope of Work:	
	Cost of Service:	
	Date of Service:	
	Contact Person:	
	Address:	
	Phone #:	
	Email:	
<b>Vendor Name:</b>		
3.	Reference:	
	Name of Firm:	
	Scope of Work:	

	Cost of Service:		
	Date of Service:		
	Contact Person:		
	Address:		
	Phone #:		
	Email:		

**08C- 34D – AREA REPRESENTATIVE DOCUMENT**

Per Special Conditions “ Q “

Vendor Name:	<input type="text"/>
Area (Company) Representative:	<input type="text"/>
Company Name:	<input type="text"/>
Company Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**U. S. DEPARTMENT OF AGRICULTURE**

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

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

**(Before Completing Certification, Read Instructions on Reverse)**

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

---

Organization Name

PR/Award Number or Project Name

---

Name and Title of Authorized Representative

---

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

VENDORS SIGNATURE

DATE

COMPANY NAME

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

## MINORITY CERTIFICATION INFORMATION

\* Check here if N/A:  . Form **must be submitted** to RFP Depot.

Minority Certification applications are available through the Minority Business Enterprise located at: <div style="margin-left: 40px;">                     Office of Diversity in Business Practices                      School District of Palm Beach County                      3300 Forest Hill Boulevard, Suite A-106                      West Palm Beach, FL 33406-5871                      Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a> </div>									
<b>Are you a minority vendor certified by:</b> (Check if appropriate) Palm Beach County School District <input type="checkbox"/> State of Florida <input type="checkbox"/> If yes, expiration date <input style="width: 150px;" type="text"/> Minority Classification <input style="width: 150px;" type="text"/> District Classifications: 2-Black 3-Hispanic 4-Indian/Alaska 5-Asian 6-Women 7-Disabled 8-Other									
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Vendor</u></th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Estimated Dollar Value</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; padding-left: 10px;">\$ <input style="width: 150px;" type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; padding-left: 10px;">\$ <input style="width: 150px;" type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; padding-left: 10px;">\$ <input style="width: 150px;" type="text"/></td> </tr> </tbody> </table>	<u>Vendor</u>	<u>Estimated Dollar Value</u>		\$ <input style="width: 150px;" type="text"/>		\$ <input style="width: 150px;" type="text"/>		\$ <input style="width: 150px;" type="text"/>	
<u>Vendor</u>	<u>Estimated Dollar Value</u>								
	\$ <input style="width: 150px;" type="text"/>								
	\$ <input style="width: 150px;" type="text"/>								
	\$ <input style="width: 150px;" type="text"/>								

## Minority Women Business Enterprise (M/WBE) Subcontractor Participation Letter of Intent

\* Check here if N/A: . Form **must be submitted** to RFP Depot.

BID/RFP or Project Name

BID/RFP or Project Number

Name of Bidder

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

- Individual     Partnership     Corporation     Joint Venture

*(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor     Manufacturer     Supplier

The undersigned is:

Certified with the School District of Palm Beach County M/WBE Coordinator

Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column)*:

**COLUMN 1**

American Indian/Alaskan  
Native

Asian/Pacific Islander

Black, Non-Hispanic

Hispanic

Multiracial

White, Non-Hispanic

**COLUMN 2**

Physically Disabled

**COLUMN 3**

Female

Male

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

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm

Name and Position

PBSD 1525 (RE. 10/18/2001) ORIGINAL - Purchasing Department

## Minority Women Business Enterprise (M/WBE) Subcontractor Participation Summary

\* Check here if N/A:  . Form **must be submitted** to RFP Depot.

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (*PBSD 1525*) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (*PBSD 1525*).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
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<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
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<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates)  %

Contracting Firm Name

Name and Position (type or print)

*SIGNATURE*

*DATE*

## Questions and Answers

### Question

What kind of volume can be expected this bid? (Submitted: Mar 17, 2008 1:32:18 PM EDT)

### Answer

- I Our estimated servings per day range from 40,000 to 60,000. Number of servings days per growing season will depend on price. One serving is one cobbette, one ear of corn or 1/2 cup of Green Beans. (Answered: Mar 18, 2008 3:18:39 PM EDT)