



The School District of Collier County, Florida
INVITATION TO BID

**Office of the Director
Purchasing Department**
5775 Osceola Trail
Naples, FL 34109
Phone: (239) 377-0047
Fax: (239) 377-0074
SirkoNa@collier.k12.fl.us

Bid Number and Title:
Bid #44-11/10 , Farm-to-School Fresh Produce

Mailing Date:
11/19/10

Bid Opening, Date & Time:
**2:00 P.M., TUESDAY,
DECEMBER 14, 2010**

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

Bids received after this time and date will not be accepted

Bidder Acknowledgement

This official bid form **MUST** be completed, signed and returned with bid. Failure to do so will be cause for rejection of bid.

Company Name:

Phone #:

Fax #:

Street Address:

City:

State:

Zip Code:

Website (optional):

E-Mail Address:

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

X

Authorized Signature (Manual)

Date

Typed / Printed Name

Title

General Conditions and Instructions to Bidders

- Bids will be publicly opened, read aloud and recorded at time and place indicated above. All bids shall be submitted in a sealed envelope/package, typed or written in ink on the attached bid forms. All signatures and initials must be in ink.
- Neither the District nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid (ITB). Bidder(s) should prepare ITB's simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the ITB.
- The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s) and initialing of the correction(s) by the originator. Correction fluid of erasure corrected bids will be considered non-responsive for the corrected items only.
- Bids will be analyzed, tabulated, and recommendations for award, which the Superintendent intends to make to the School Board, will be posted by tabulation sheet at the School District of Collier County, Florida, Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at www.demandstar.com. Notification to all bidder(s) will be made by fax or e-mail. Date and time stamp from the Purchasing Department's fax machine or date and time of e-mail posting, will constitute the time of notification. Bidders who feel they will be adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.
- Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- No bid shall be withdrawn without the consent of the School District of Collier County, Florida for a period of forty-five (45) days subsequent to the opening of bids. All prices shall remain firm within the period stated for purposes of analysis and determination of lowest and best bid.
- The School District of Collier County, Florida reserves the right to reject any and all bids, in whole or in part, and to waive any and all bid formalities. Furthermore, the School Board reserves the right to re-advertise for other bids or to bid separately any projects it sees fit in the best interest of the District.
- The School District of Collier County, Florida retains the option of awarding a single contract, based on the overall low bid for all items, or to award multiple contracts, based on low bid per item, group of items, or any combination thereof.
- Pursuant to School Board Policy 8475, all contractual personnel of the School District of Collier County, Florida shall be subject to a criminal background check.
- After award of bid, contractors' employees will need to be screened under District policy. The fee schedule and other important information pertaining to fingerprinting can be obtained on our website at <http://www.collier.k12.fl.us/hr> under the heading "Attention Vendors & Contractors". Failure to comply will result in the immediate termination of contract.
- All prices bid shall be from date of award and ending December 31, 2011. Contract may be renewed annually on expiration date of original contract. This renewal may be accomplished for up to four (4) times, provided the price schedule remains unchanged, or price increase/decrease is set at a price acceptable to the vendor(s) and the District. Renewals will be for a one (1) year period, from January 1 – December 31. Actions taken under this provision will be at the option of the District.
- Bids may be hand delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery service available. The Board disclaims any responsibility for bids forwarded by the U.S. Mail or other delivery service and received beyond the bid-opening deadline.
- Envelopes/packages containing bids shall be sealed and clearly labeled with bidder name, address & phone #, as well as: **SEALED BID #44-11/10, FARM-TO-SCHOOL FRESH PRODUCE, 2:00pm, TUESDAY, DECEMBER 14, 2010.**

Nancy Sirko
Director of Purchasing

COLLIER COUNTY CHARACTER EDUCATION TRAITS
Fairness Honesty Kindness Perseverance Respect Responsibility Self-Discipline

THE COLLIER COUNTY PUBLIC SCHOOL SYSTEM IS AN EQUAL ACCESS/ EQUAL OPPORTUNITY INSTITUTION FOR EDUCATION AND EMPLOYMENT

Bid #44-11/10, FARM-TO-SCHOOL FRESH PRODUCE

General Information

1-1 Bid Submittals TWO COPIES. One (1) manually signed original, with all proper documentation and one (1) photocopy of the bid/documentation must be submitted.

1-2 Definitions

For the purpose of this Invitation to Bid (ITB), following words and phrases shall have these meanings:

1. **“District”** shall mean The School District of Collier County, Florida.
2. **“Bidder”** shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
3. **“Contractor or Vendor”** shall mean the successful bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

1-3 Purpose The purpose of this ITB is to find responsible contractor(s) to secure firm prices for Farm-to-School Fresh Produce for Dept. of Nutrition Services on an as needed basis, abiding by the minimum requirements set hereto.

1-4 Method of Award The School Board will award contract(s) based on bid price, location, qualifications, and bidder’s ability to meet or exceed the requirements of this ITB. Each bidder must fully complete the ITB and provide all necessary documentation. Failure to complete bid or to supply the required documentation will be grounds for rejection of bid.

1-5 Interpretation and/or Modifications to the ITB No interpretation of the meaning or contents of the Bid Document, no correction of any actual or apparent error, ambiguity, and inconsistency therein, shall be made to any bidder orally. Every request for interpretation regarding the Bid Document shall be made in writing, addressed to the Purchasing Department, attn: Kathleen Wayne, 5775 Osceola Trail, Naples, FL 34109, and at least seven (7) days prior to the bid due date. All such interpretations, supplemental instructions and/or necessary corrections to Bid Document shall be given to the Bidder(s) in written Addenda to the Bid Document.

Only interpretations, supplemental instructions, and corrections so given in writing by the Purchasing Department representative shall be binding. Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the Bid Document. Any verbal interpretation/modification will not be considered part of this ITB and therefore, the School Board will not be held accountable.

1-6 Hold Harmless & Indemnification Agreement The contractor shall assume full responsibility for and shall indemnify the District and School Board for any and all loss or damage of whatsoever kind and nature, to all School District property, which is in his custody for service under this agreement. This clause of responsibility and indemnity applies, whether damages to the School District property occur for negligence and/or omission of the contractor, or negligence and/or omission of contractor’s employee(s), agent(s), or representative(s).

1-7 Termination of Contract In the event the successful contractor violates any of the provisions of the contract, the District may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless ten (10) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination.

The District shall also retain the right to terminate the contract without cause, with thirty (30) days written notice.

In the event the Contractor wishes to terminate the contract, it must submit its request in writing in duplicate to the Nutrition Services and Purchasing Departments. Request must give a 30-day notice of cancellation and should list any reasons why contract is being terminated.

1-8 Protection of Property The contractor shall at all times guard School Board property against damage or loss to property. The contractor shall replace any loss; repair any damage to School District property, attainable to the contractor or its associate(s). The School District may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor.

1-9 Invoicing The contractor will be required to submit invoices as it supplies the District. Every invoice shall have clearly indicated the purchase order number the contractor is charging. Two copies of the itemized invoice shall be left with the receiving site based receiving Nutrition Services Manager. Invoices will be signed by both the contractor representative and the Nutrition Services representative.

The contractor shall issue separate invoices for every purchase/delivery. All invoices and correspondences shall be legibly written, typed, or computer generated, signed and dated.

1-10 Payment Payment will be made within thirty (30) days after acceptance of the invoice.

1-11 Non-Exclusive Contract Any contract award(s) resulting from this ITB shall not be construed as an exclusive means for the District to acquire services relative to this bid. The School District of Collier County, Florida reserves the right to enter into purchase agreements for these products based on competitive awards made by other governmental entities with the State of Florida, including State Term Contracts placed by the Department of Management Services, Division of Purchasing.

1-12 Conflict of Interest The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

1-13 Discrimination An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1-14 Smoke and Tobacco Free Environment Pursuant to School Board Policy No. 1215, 3215, 4215, 5512 and 7434, all of the School District of Collier County’s facilities are declared smoke and tobacco free. The smoking of any substance, or the use of any tobacco product, to include, but not be limited to, cigars, cigarettes, pipes, chewing tobacco, snuff or any other matter or substance that contains tobacco, is strictly prohibited on any District site, which includes all interior and exterior spaces within the property boundaries. Violations of this policy will result in the removal of said violator from the property. Several violations may result in the termination of contract.

1-15 Bidders must complete the attached **“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”** required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 7 CRF Part 3017, Section 3014.510, Participants’ responsibilities. Failure to return the properly completed statement will be cause for rejection of the bid.

1-16 Unauthorized/Illegal Aliens The District shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of contract (s). Furthermore, bidder shall complete the attached **Exhibit A - “Contractor’s Affidavit Concerning Illegal Aliens”** and submit with bid. Failure to complete this affidavit will be cause for rejection of bid.

1-17 Inquiries Please direct all inquiries concerning this bid to: Kathleen Wayne, wayneka@collier.k12.fl.us, 5775 Osceola Trail, Naples, FL 34109, (239) 377-0067, Monday-Friday, 7:30 a. m. to 4:00 p.m.

SCOPE

The purpose and intent of this invitation to bid is to secure the best competitive prices for fresh, high quality, seasonal and local, Florida produce (to the maximum extent possible) for the School District of Collier County, Florida.

FARM-TO-SCHOOL

Definition: Collaborative projects that connect schools and local farms to serve locally grown, healthy foods in K-12 school settings, improve student nutrition, educate students about food and health, and support local and regional farmers.

Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The Department of Nutrition Services participates in the Farm to School program to encourage consumption of locally grown produce to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce is defined as "seasonal produce grown in the State of Florida." The awarded distributor is to assure that GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers. Also the following is needed:

- The implementation of food safety/HACCP programs
- Third party audit inspections are completed per safe industry standards
- Fertilization and pest control schedules and products are recorded and maintained by specific growing field
- Hold Harmless Agreement
- Certificate of Insurance

OPPORTUNITY BUYS

This bid will allow for opportunity buys from reputable, certified, local farmers due to seasonal volume, weather considerations, etc. If product is purchased directly from the farmer or cooperative, the distributor may be asked to deliver the locally grown produce. Please specify delivery price for such items in the appropriate area on the bid. A zero delivery price is not acceptable.

FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

Nine (9) schools (10 delivery sites) have been awarded the USDA Fresh Fruit and Vegetable Grant Program (FFVP) for 2010-2011. These schools will have a fresh fruit or vegetable snack for every child, every school day for an estimated total of 6,500 servings per day.

Special consideration will need to be made for increased delivery schedules for these 9 schools – Eden Park Elementary, Golden Gate Elementary (and Golden Gate Intermediate), Highlands Elementary, Lake Trafford Elementary, Mike Davis Elementary, Parkside Elementary, Pinecrest Elementary, Shadowlawn Elementary and Village Oaks Elementary. Two to Three deliveries per week will be required dependent on volume. The cycle FFVP menu will be made available to all solicited vendors for planning and bid purposes of local, seasonal products and cost effective products.

An increased variety of products will be necessary to introduce children to healthy options. Suggestions and recommendations from the awarded vendor on in-season "less common" domestic produce with competitive pricing will be necessary. Carombola (star fruit), blueberries, jicama, bok choy, cherries, avocado, egg plant, pineapple, and grapefruit are examples of product that we will purchase for this program in addition to the more traditional items.

Produce that is individually packaged or ready to eat or single serving size will be utilized in the FFVP due to time constraints to avoid loss of instructional classroom time and labor restrictions, when financially feasible.

In season Florida produce should be offered as often as possible:

- Florida produce in the Fall/Winter months (oranges, grapefruit, tangerines, tangelos, pummelo)
- Florida strawberries in the Winter months
- Florida melon in the late Spring months
- Florida Vegetables in season to include but not limited to: tomatoes, squash, salad greens, celery, peppers, potatoes, carrots, green beans, corn, etc.

FRUIT PROMOTION DAY

Each year, the Dept. Nutrition Services features a specific and different fruit for a marketing promotion. The featured fruit will be identified and communicated with the awarded bidder each year so that the best fresh, domestic (if possible) available produce with excellent pricing can be purchased. Kiwifruit is the selected item for the district wide promotion in April 2011.

VENDOR QUALIFICATIONS

Bids will only be considered from commercial distributors who meet the qualifications listed below. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

The District will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform.

The decision as to whether a bidder meets the qualifications stated below is at the sole discretion of the Department of Nutrition Services.

1. Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades.
2. Bidder must have or have access to and will utilize refrigerated warehouse facilities capable of holding temperatures at 35°, 50° and 70° F.
3. Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures a 45° minimum while on delivery routes.
4. Bidder must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day to day basis.
5. Three (3) commercial references of the project scope are required and shall be submitted with the bid documents. This list shall contain contact persons at each location by name, position and phone number. The District reserves the right to contact or visit these locations and/or customer in order to evaluate bidder's qualifications.
6. A one-page summary of each bidder's recall policy and procedures are to be submitted with bid proposal.
7. The awarded vendor must certify local farmers by obtaining GAP (Good Agricultural Practices) letters. Farmer certification information must also include certificate of insurance, hold harmless, traceability program and third party inspection.
8. The awarded vendor must identify what products are available and will be purchased locally in the State of Florida. The awarded vendor must purchase seasonal Florida produce to the maximum extent possible considering seasonality and quality, and provide this information to the District in a monthly report.
9. The awarded vendor must participate in an annual unannounced third party food safety inspection to assure the District that the perishable products distributed to the schools are handled in accordance with the latest USDA and industry food safety standards.
10. If the awarded vendor does not participate in food distribution programs that require such inspections, they should bear the cost of an inspection service chosen by the District.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for the Dept. of Nutrition Services. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

FACILITIES INSPECTIONS

The District reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by District representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.

APPLICABLE LAWS

All products and deliveries must meet the State Board of Health and Collier County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).

FOOD SAFETY AND RECALLS

Ensuring the safety of the food supply is critical to the District. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not.

Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The awarded vendor shall have a plan and process in place to effectively respond to a food recalls which should include the following objective:

1. Provide accurate and timely communication to the Dept. of Nutrition Services office regarding food recalls with immediate notification of the District.
2. Recall information must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation.
3. Streamline the process for reimbursement for recalled products.

BUY AMERICAN PROVISION

As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, the School District of Collier County, Florida and Dept. of Nutrition Services must adhere to the "Buy American" provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, items normally not produced in the United States commercially, the vendor should make every effort to purchase domestic products. Items known to the Dept. of Nutrition Services to be available as "non-domestic" such as pineapple and bananas, are indicated by stating "non-domestic OK" in the description.

PRODUCT COST

The term "product cost" means the cost of products delivered to an awarded vendor's warehouse. Product cost must include, but not be limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The awarded vendor must provide, if requested by the Nutrition Services Department, written confirmation(s) from shippers to verify initial cost.

SELL PRICE (INVOICE SELL PRICE)

The sell price is defined as the Product Cost plus the Delivery Fee per case of product.

This is the dollar value that the bidder will quote on the bidder response sheet for individual products.

(i) 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 school food authority;

(ii)(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) *Prohibited expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs

MARKET PRICES

The USDA Agricultural Marketing Service, Miami Terminal, will be used as a reference for confirming produce costs.

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateO&navID=ViewU.S.TerminalMarketPriceReports&rightNav1=ViewU.S.TerminalMarketPriceReports&topNav=&leftNav=&page=FVMarketNewsTerminalMarketReportsMore>

As the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded vendor with the designated District representative on a pre-determined, regular schedule to update the approved shopping list/order guide.

If the Invoice Sell Price falls within the AMS index price range, the awarded vendor will not raise or lower the price until the Invoice Sell Price no longer falls within the AMS index price range.

FARM-TO-SCHOOL DISTRIBUTION AND PRICING METHODS

- Farm-to-School Program products and opportunity buys **obtained by the awarded vendor** are to be priced with the Invoice Sell Price process to include product cost and delivery fee.
- Farm-to-School Program products and opportunity buys **contracted directly by the District for delivery by the farmer** to the awarded vendor's warehouse will include the delivery fee only.
- Farm-to-School Program products and opportunity buys **contracted directly by the District for pick up by the awarded vendor from the farmer** will include a negotiated pick up charge and the established bid delivery fee.

ORDERING OF PRODUCTS

During the course of the contract, the District may purchase approximately 120 different produce items and pack sizes. Of those, less than 30 items account for the majority of the dollar value of the bid. The Department of Nutrition Services will provide the awarded vendor with a pre-approved list of items after award of this bid, which can be ordered by the Nutrition Services Managers at all of the production sites. Specific, additional items will also be available to **only** the FFVP schools. The Department of Nutrition Services will provide the awarded vendor with cycle lunch and FFVP menus which will indicate in advance the produce items required. The Department of Nutrition Services shall purchase produce as listed on the Bid Response Sheet and reserves the right to add or delete items at its discretion. Price, seasonality, quality and locally grown options will be part of the decision process.

All orders will be placed directly to the awarded vendor. Nutrition Services Managers are to place their produce orders on the awarded vendor's "user friendly" on-line ordering system. Training and support must be available to the Nutrition Services Managers. No stipulation will be accepted for minimum orders.

DELIVERY REQUIREMENTS

Deliveries are to be F. O. B. destination, inside delivery and are to be placed in designated areas as specified by each site Nutrition Services Manager or designee. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the products. Temperatures shall be recorded per Food Safety Plan guidelines upon delivery.

Delivery and services shall meet the standards now in effect at each school and shall always meet the approval of the Department of Nutrition Services Director or designee.

DELIVERY SCHEDULES

The awarded vendor shall deliver fresh produce weekly to approximately fifty-one (51) schools located in Collier County. Of the 51 locations, large programs and the FFVP schools will require additional weekly deliveries as mutually agreed upon by the awarded vendor and the District.

Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:30 a.m. and 2:00 p.m., or as may be otherwise approved by the Dept. of Nutrition Services. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day.

Delivery schedules shall be submitted by the awarded vendor to the Dept. of Nutrition Services for approval two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded vendor shall be submitted to the Dept. of Nutrition Services for approval 30 days prior to implementation. The awarded vendor shall be notified in advance of school off-days so that special arrangements can be made for delivery as may be approved by the Dept. of Nutrition Services. If an item is omitted from an order by the awarded vendor, or is delivered in unacceptable condition, replacement delivery shall be made within 24 hours, or at a longer time span if approved by the Dept. of Nutrition Services.

DELIVERY ACCURACY AND PRODUCT QUALITY

The awarded vendor is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for menu service and ready for preparation for consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than 5 days is not acceptable unless pre-approved as an Opportunity Buy by the Dept. of Nutrition Services.

ITEM SUBSTITUTION

Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the Department of Nutrition Services.

All outages and suggested substitutions must be submitted to the Dept. of Nutrition Services a minimum of 24 hours prior to delivery.

An excessive occurrence of out-of-stock items may be cause for contract cancellation. The District reserves the right to make brand or product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, or product deficiencies.

FORCE MAJEURE

Acts of God such as hurricanes and inclement weather (drought or floods or unseasonable rain or temperatures) may be a factor in the unavailability of certain produce items at reasonable prices. The Awarded vendor is to contact the District representative with documentation and to present alternative products and prices.

INVOICING

All invoices shall include the correct purchase order number for proper identification. Delivery tickets/invoices must be signed by receiving District personnel when delivery is made and by the delivery person to confirm that the delivery has been made. The driver will leave the signed delivery ticket/invoice along with a copy for a total of two copies to be left with the Nutrition Services Manager at each delivery site.

The Nutrition Services Manager from each delivery site sends the signed delivery ticket/invoice to the Department of Nutrition Services Accounts Payable for review and payment processing. All invoices and correspondence shall be legibly written, marked under the different program (see below), signed and dated. Incomplete or unclear delivery tickets/invoices result in decreased productivity and may create delay of payment.

There must be two types of program invoices:

- a. Regular Invoices: Products delivered for our regular menu. (purchased produce)
- b. Fresh Fruit and Vegetable Program Invoices: These are to be kept separate and identified as FFVP invoices. The 2010-2011 elementary schools are: Eden Park, Golden Gate, Highlands, Lake Trafford, Mike Davis, Parkside, Pinecrest, Shadowlawn and Village Oaks.

CREDITS

The awarded vendor shall agree to accept, for full credit, the return of any items received which are found by the School Nutrition Services Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

The delivery ticket/invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving District employee.

For products found to be defective after the delivery (within three days) the awarded vendor will issue a credit memo or replace product per the District's request. The credit memo shall reference the original invoice number and be issued within seven day of request.

REPORTS

The awarded vendor must maintain and provide perpetual **utilizations reports** by line item, purchasing unit, selling price, and school delivery sites, as well as for the total District sum. Utilization data must be maintained so that the awarded vendor can report the number of units delivered, at a specific selling price, in the event of erroneous pricing. Utilization reports must show product description, purchasing unit, case size, price per case, and delivery location on a monthly basis. Utilization reports shall be submitted within 15 calendar days after the end of a month or as otherwise requested.

Fresh Fruit and Vegetable Program (FFVP) monthly utilization reports must:

- be labeled as FFVP for each of the 9 participating school sites
- include the number of cases and the average price for each item during the calendar reporting month
- be submitted to the Nutrition Services Budget Manager no later than the 10th of the following month

DEFAULT

The awarded vendor shall inform the Department of Nutrition Services of any problems or delays in providing the awarded item(s) as required. The School District of Collier County, Florida shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.

LIQUIDATED DAMAGES

After the Bid is awarded, if the awarded vendor violates any specification, term or condition of this bid, the awarded vendor can be found in default of the contract, have the contract cancelled, and be subject to the payment of liquidated damages.

ADDITION OR DELETION OF SITES

The District reserves the right to add or delete locations at its discretion at anytime throughout the term of this bid. Any additional facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

ESTIMATED DOLLAR VALUE/QUANTITIES

The District estimates purchased annual expenditures will be in excess of \$800,000 for the 2010-2011 school year.

The estimated figures are given only as a guideline for preparing your Bid. No guarantee is expressed or implied as to actual requirements. The items will be ordered on an as needed basis and may consist of multiple orders and purchase order numbers.

DOCUMENTS & ADDENDA

These documents constitute the complete set of specification requirements and Bid forms. It is the sole responsibility of potential Bidders to ensure that all pages are included. Any questions regarding the completeness of this bid should be immediately directed to the Purchasing Department. Prior to submitting a Bid, it is the sole responsibility of each bidder to ensure that all addenda released are received; that all Bid and addenda requirements have been completed and that all required submittals have been included.

AWARD

This bid shall be awarded in its entirety to the lowest responsive and responsible bidder meeting all specifications, terms and conditions, offering the lowest product costs and fixed fees for services as primary vendor.

A secondary award will be made to the bidder offering the next lowest responsive and responsible bid meeting all specifications, terms and conditions. It is necessary to bid on every item in order to have the bid considered for award. Product unit cost must be stated in the spaces provided on the vendor response sheet. All items must have an individual product unit cost.

The District reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's prices must use the same criteria with the AMS as the guideline for Invoice Sell Price to include Product Cost plus Delivery Fee.

TERM OF CONTRACT

This bid shall be in effect for one (1) year from date of award through **December 31, 2011**, or until new bids are taken and awarded. This bid (or any portion thereof) has the option of being renewed for four (4) additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

ASSIGNMENT

Each bidder shall carefully examine the instructions to bidders, specifications, special conditions where listed, and the list of schools to be serviced. It shall be the responsibility of the bidder to be fully informed as to the number and distance between locations of the District. This will be of vital importance to assure the required scheduled deliveries.

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.

BID INSTRUCTIONS

1. Bidders are to list the Invoice Sell Price for the **Week of November 15, 2010** to assure comparability of bidders.
2. Delivery fee must be quoted on the Bidder Response Sheet in the appropriate space.
3. A one-page summary of each bidder's food recall policy and procedures must be submitted with the bid proposal.
4. **PLEASE NOTE THAT BID SHEETS ARE AVAILABLE TO BE COMPLETED ELECTRONICALLY IN A PROTECTED 2007 MICROSOFT EXCEL SPREADSHEET. MADE AVAILABLE UPON REQUEST ONLY.** Bidder may enter unit prices and the sheets will automatically calculate the totals. Bidder will then be able to print out the sheets and submit with their sealed bid package. Please note that the spreadsheets perform calculations, however, bidder must insure that all calculations are correct.

ADDITIONAL INFORMATION

Any and all questions regarding this Bid, whether technical, procedural or otherwise, **must be submitted in writing** to the attention of Kathleen Wayne, CPPB. The written questions may be submitted by facsimile transmission, electronic mail, USPS or other regular mail delivery service as follows:

Facsimile Number: (239) 377-0074
Electronic Mail: wayneka@collier.k12.fl.us
Street Address: The School District of Collier County, Florida
Kathleen Wayne, Purchasing Department
5775 Osceola Trail
Naples, Florida 34109

Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Purchasing Department in the form of an Addendum and forwarded by facsimile transmission or certified mail to all potential Bidders.

This process will constitute the only official means by which additional information regarding this Bid will be made available. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's proposal and shall not be considered in the District's evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this Bid by any other means than the process described herein.

Bid #44-11/10, FARM-TO-SCHOOL FRESH PRODUCE

								Bidder Name:				
	<u>Florida Availability Months</u>	<u>Product</u>	<u>Quality</u>	<u>Condition/ Description</u>	<u>Minimum Estimated Annual Case Qty</u>	<u>Current Count/ Pack</u>	<u>Case Pounds or Each</u>	<u>Bidder Count/ Pack</u>	<u>Invoice Sell Price per Case</u>	<u>Unit Price (lb or each)</u>	<u>Evaluation Price per Case</u>	<u>Evaluation Price per Lb / each</u>
1		Apple Slices	U.S. No. 1	Individually Packaged, 13 lb. min. , no sulfites	4000	100/2 oz.	13				\$ -	\$ -
2		Apples	U.S. No. 1	125 - 138 count, crisp, flavorful with firm smooth skins. Red Delicious, Gala, Fuji, Granny Smith	800	125	40				\$ -	\$ -
3		Bananas, Small	U.S. No. 1	100-200 Count, medium green color (#4) or green tip (#5) color or as ordered, 40 lb. min. per container. Non-Domestic OK	2000	40 lb min	40				\$ -	\$ -
4	Oct. - May	Broccoli Florets	U.S. No. 1	Fresh, 1/3 lb packages	500	1/3 lb	3				\$ -	\$ -
5	Nov. - June	Cabbage	U.S. No. 1	Chopped for Cole Slaw with grated carrot	200	5 lb	5				\$ -	\$ -
6	March - July	Cantaloupe	U.S. No. 1	Small, Cubed, Ready to Eat	300	2/5 lb	10				\$ -	\$ -
7	Nov. - June	Carrots, Baby	U.S. No. 1	Individually Packaged, 13 lb. min.	2500	100/2 oz.	13				\$ -	\$ -
8	Nov - May	Cauliflower	U.S. No. 1	Fresh, 3/1 lb, Creamy white, compact curds.	200	3/1 lb	3				\$ -	\$ -
9	Nov - May	Celery	U.S. No. 1	Fresh, 3 each, Straight stalks with rigid ribs. Ribs should snap crisply when bent.	200	3 each	4				\$ -	\$ -
10	Oct - June	Cucumbers	U.S. No. 1	Medium, firm, well-shaped, even dark green color and uniform size.	500	24 count	20				\$ -	\$ -
11		Grapes	U.S. No. 1 Table or higher	In season, seedless, well colored with plump berries firmly attached to green pliable stems	1000	Lug	22				\$ -	\$ -
12	All Year	Green Beans	Packer	Fresh, snapped ends, cut	300	4/5 lb	20				\$ -	\$ -
13	Oct - May	Green Peppers	U.S. No. 1	Fresh, firm flesh, uniform shape and size	400	5 lb	5				\$ -	\$ -
14		Kiwi Fruit	U.S.No.1	Domestic preferred, 36 count, Plump with no wrinkles or signs of exterior damage.	700	Flat	7				\$ -	\$ -
15	Nov - May	Lettuce	U.S. No. 1	Chopped Coarse for Salad. With 6 ounce of shredded cabbage and carrots	2600	4/5 lb	20				\$ -	\$ -
16		Lettuce	U.S. No. 1	Romaine, Chopped, 6/2 lb	1000	6/2 lb	12				\$ -	\$ -

Bid #44-11/10, FARM-TO-SCHOOL FRESH PRODUCE

								Bidder Name:				
	<u>Florida Availability Months</u>	<u>Product</u>	<u>Quality</u>	<u>Condition/ Description</u>	<u>Minimum Estimated Annual Case Qty</u>	<u>Current Count/ Pack</u>	<u>Case Pounds or Each</u>	<u>Bidder Count/ Pack</u>	<u>Invoice Sell Price per Case</u>	<u>Unit Price (lb or each)</u>	<u>Evaluation Price per Case</u>	<u>Evaluation Price per Lb / each</u>
17		Lettuce	U.S. No. 1	Iceberg,Shredded 1/8", 4/5 lb	200	4/5 lb	20				\$ -	\$ -
18		Lettuce	U.S. No. 1	Iceberg, Shredded 1/8", 5 lb	400	5 lb	5				\$ -	\$ -
19	Oct - June	Oranges	U.S. Choice or better	125-138 Count, Florida. Hamlin, Navel	850	40 lb min	40				\$ -	\$ -
20		Oranges	U.S. Choice or better	113-138, Navel	850	40 lb min	40				\$ -	\$ -
21		Peaches	U.S. No. 1	Fresh, firm, uniform shape and size	200	Carton	22				\$ -	\$ -
22		Pears	U.S. No. 1	120-135 count NorthWest Summer, Fall or Winter Types. Bartlett, Anjou or Bosc	400	40 lb min	40				\$ -	\$ -
23		Pineapple	FCY No. 1	Individually Packaged for FFVP. Non-Domestic OK	3000	12/8 oz	6				\$ -	\$ -
24		Plums	U.S. No. 1	Fresh, firm, uniform shape and size	400	Carton	28				\$ -	\$ -
25	Peak Dec - Apr	Strawberries	U.S. No. 1	Fresh, In Season	400	8/1 lb	8				\$ -	\$ -
26	Sept. - May	Tangerines	U.S. Fancy	120 Count, Florida. Sunburst or Murcott	500	38 lb min	38				\$ -	\$ -
27	Sept. - June	Tomatoes	U.S. No. 1	Cherry, 13 -15 lb per carton min. Shiny red skin and firm flesh.	300	12 pint	12				\$ -	\$ -
28	Sept. - June	Tomatoes	U.S. No. 1	Grape, Clam Shell Containers, Shiny red skin and firm flesh.	500	12 pint	12				\$ -	\$ -
29	Sept. - June	Tomatoes	U.S. No. 2 or higher	Round/Globe, Bulk 5x6 Shiny red skin and firm flesh.	300	25 lb	25				\$ -	\$ -
30		Tomatoes	U.S. No. 2 or higher	Round/Globe - In Season, Bulk 5x6 Shiny red skin and firm flesh.	300	5 lb	25				\$ -	\$ -
31	April - July	Watermelon	U.S. No. 1	Whole, Seedless, 15 - 18 lb	1000	each	18				\$ -	\$ -
32	April - July	Watermelon	U.S. No. 1	Small, Cubed, Ready to Eat	300	2/5 lb	10				\$ -	\$ -
33	Fixed Delivery Fee Per Case Included in the Invoice Sell Price										\$ -	
34	Fixed Delivery Fee for Farm to School Items including Farmer Delivered to the Warehouse and Vendor Pick Up										\$ -	
Notes												
a. Invoice Sell Price includes Product Cost plus Fixed Delivery Fee Per Case.								d. Yellow to be filled out by bidder.				
b. Farm to School Vendor Pick Up from Farmer will be negotiated based on individual opportunity buy situations.								e. Pink is for District use.				
c. Broken Cases will be negotiated with the awarded vendor.												

REFERENCES

1. PROJECT NAME/DESCRIPTION: _____

CONTACT PERSON: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

2. PROJECT NAME/DESCRIPTION: _____

CONTACT PERSON: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

3. PROJECT NAME/DESCRIPTION: _____

CONTACT PERSON: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

THE SCHOOL DISTRICT OF COLLIER COUNTY, FLORIDA

Rev. 4-29-09

0201	AVE	Avalon Elementary School, 3300 Thomasson Drive, Naples, FL 34112
0311	BCH	Barron Collier High School, 5600 Cougar Drive, Naples, FL 34109
0331	BCE	Big Cypress Elementary, 3250 Golden Gate Blvd. W., Naples, FL 34120
0461	CPE	Calusa Park Elementary, 4600 Santa Barbara Blvd., Naples, FL 34104
0441	CES	Corkscrew Elementary School, 1065 C.R. 858, Naples, FL 34120
0442	CMS	Corkscrew Middle School, 1165 C.R. 858, Naples, FL 34120
0472	CPM	Cypress Palm Middle, 4255 18 th Avenue, NE, Naples, FL 34120
0211	ENM	East Naples Middle School, 4100 Estey Avenue, Naples, FL 34104
0631	EPE	Eden Park Elementary School, 3650 Westclox St., Immokalee, FL 34142
0511	EES	Estates Elementary School, 5945 Everglades Blvd., N. Naples, FL 34120
0051	EVG	Everglades City Schools, 415 School Drive, Everglades City, FL 34139
0231	GGE	Golden Gate Elementary School, 4911 20th Place S.W., Naples, FL 34116
0501	GGH	Golden Gate High School, 2925 Titan Lane, Naples, FL 34116
0231	GIN	Golden Gate Intermediate North, 5055 20 th Place SW, Naples, FL 34116
0351	GIS	Golden Terrace Intermediate South, 2965 44 th Terrace SW, Naples, FL 34116
0321	GGM	Golden Gate Middle School, 2701 48th Terrace S.W., Naples, FL 34116
0351	GTE	Golden Terrace Elementary School, 2711 44th Terrace S.W., Naples, FL 34116
0392	GCH	Gulf Coast High School, 7878 Shark Way, Naples, FL 34119
0061	GVM	Gulfview Middle School, 255 6th St. S., Naples, FL 34102
0181	HLE	Highlands Elementary School, 1101 Lake Trafford Rd, Immokalee, FL 34142
0271	IHS	Immokalee High School, 701 Immokalee Drive, Immokalee, FL 34142
0361	IMS	Immokalee Middle School, 401 N. 9th Street, Immokalee, FL 34142
0121	LPE	Lake Park Elementary School, 1295 14 th Ave. N., Naples, FL 34012
0191	LTE	Lake Trafford Elementary School, 3500 Lake Trafford Rd, Immokalee, FL 34142
0391	LOE	Laurel Oak Elementary School, 7800 Immokalee Rd., Naples, FL 34119
0381	LES	Lely Elementary School, 8125 Lely Cultural Parkway, Naples, FL 34113
0261	LHS	Lely High School, 1 Lely High School Blvd., Naples, FL 34113
0421	MES	Manatee Elementary School, 1880 Manatee Rd., Naples, FL 34114
0422	MMS	Manatee Middle School, 1920 Manatee Rd., Naples, FL 34114
0531	MDE	Mike Davis Elementary School, 3215 Magnolia Pond Dr., Naples, FL 34116
0151	NHS	Naples High School, 1100 Golden Eagle Circle, Naples, FL 34103
0241	NPE	Naples Park Elementary School, 685 111th Avenue N., Naples, FL 341108
0452	NNM	North Naples Middle, 16165 Livingston Rd., Naples, FL 34110
0401	ORM	Oakridge Middle School, 14975 Collier Blvd., Naples, FL 34119
0451	OES	Osceola Elementary School, 5770 Osceola Trail, Naples, FL 34109
0541	PLE	Palmetto Elementary School, 3000 10 th Avenue SE, Naples, FL 34117
0493	PRH	Palmetto Ridge High School, 1655 Victory Lane, Naples, FL 34120
0551	PSE	Parkside Elementary, 5322 Texas Avenue, Naples, FL 34113
0431	PME	Pelican Marsh Elementary School, 9480 Airport Rd., N., Naples, FL 34109
0161	PCR	Pinecrest Elementary School, 313 9 th Street, Immokalee, FL 34142
0251	PRM	Pine Ridge Middle School, 1515 Pine Ridge Road, Naples, FL 34109
0221	PES	Poinciana Elementary School, 2825 Airport Road, Naples, FL 34105
0471	SPE	Sabal Palm Elementary School, 4095 18 th Ave., NE, Naples, FL 34120
0171	SGE	Sea Gate Elementary School, 650 Sea Gate Drive, Naples, FL 34103
0141	SLE	Shadowlawn Elementary School, 2161 Shadowlawn Drive, Naples, FL 34112
0131	TBE	Tommie Barfield Elementary School, 101 Kirkwood St., Marco Island, FL 34145
0521	VME	Veterans Memorial Elementary, 15960 Veterans Memorial Blvd, Naples 34110
0341	VOE	Village Oaks Elementary School, 1601 State Road 29, Immokalee, FL 34142
0371	VES	Vineyards Elementary School, 6225 Arbor Blvd, Naples, FL 34119

EMERGENCY MANAGEMENT PROCEDURES

SCHOOLS DESIGNATED AS EMERGENCY SHELTERS

The following is a list of schools designated as emergency shelters by The Collier County Emergency Management Department for the 2009 Hurricane Season.
This may change based on the expected intensity of the emergency.

COLLIER COUNTY REFUGES

NAPLES AREA

Corkscrew Elementary/ Middle
1065/ 1165 C.R. 858

Golden Gate High
2925 Titan Way

Gulf Coast High School
7878 Shark Way

North Naples Middle
16165 Learning Lane

Palmetto Ridge High
1655 C. R. 858

IMMOKALEE AREA

Highlands Elementary
1101 Lake Trafford Rd.

Immokalee Middle
401 9th Street

Lake Trafford Elementary
3500 Lake Trafford Rd.

Pinecrest Elementary
313 9th Street South

Village Oaks Elementary
1601 S.R. 29

Bylaws & Policies

6320 - PURCHASING

Bid Protest

- A. A bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. For bids solicited by the purchasing department or the facilities department, the notice must be filed with the purchasing department.

- B. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Board in an amount equal to \$25,000 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000 and five percent (5%) of the lowest accepted bid for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protester prevails, s/he shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

- C. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in section F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120.

Drug Free Workplace Certification

Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or 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.
- e. 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 convicted.
- f. 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 drug-free workplace requirements.

Company Official Signature Date

Printed Name

Title

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 30 17, Section 30 17.510, 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)

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

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) Authorized Representative(s)

Signature(s)

Date

Form AD -1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting 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 which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to 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* sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of 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 a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD -1048 (1/ 92)

VENDOR AND CONTRACTOR RESPONSIBILITES

Each Vendor and Contractor of the School District of Collier County, Florida shall comply with the following **after** they have received notification of their Bid/RFP award:

1. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth and driver’s license number on the form provided.
2. The cost per badge is \$100.25. This badge must be worn in plain sight when vendor/contractor employees are on school grounds. The color of the badge will change each year. <http://www.collier.k12.fl.us/currentdocs/jessicalunsfordact.pdf>
3. Vendor/contractor may provide HR with proof that the individuals have been fingerprinted in other Districts and passed the level II criteria so a determination can be made whether this District can accept the clearance from other Districts. If clearance is accepted, the individual will need to be issued a contractor badge. The cost for this badge will be \$20.
4. Notify HR when individuals have left their company so that HR can notify DOE to no longer store those prints. It is also the vendor/contractor’s responsibility to turn in to HR, the badges of any resigned or terminated employees.
5. Use of an individual’s badge by another individual is a terminable offense. All individuals MUST be properly badged.
6. Renewal cards will be available beginning May 1 of each year. Procedure to secure renewal cards:
 - a. Applicants complete and sign the Level II Clearance for Contract Services form and submit them to the vendor/contractor.
 - b. Vendor/contractor collects the forms and takes them to HR along with a \$20 renewal fee per badge. Fee is payable by cash or money order only.
 - c. HR will call the contact person for the vendor /contractor when the cards are ready to be picked up.
 - d. The designated person from the vendor/contractor comes to HR to pick up the cards and sign the log.
7. Monitor the District’s web site, <http://www.collier.k12.fl.us/hr> for updates and changes in procedure.

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

Company

Signature (Authorized Representative)

Printed Name

Title

Date

