

REQUEST FOR PROPOSALS (RFP)
No. 25-01
FOOD AND GROCERY DISTRIBUTION SERVICES

Levy County School District
480 Marshburn Drive
Bronson, FL 32621

RELEASE DATE: February 28, 2025

DEADLINE FOR QUESTIONS: March 19, 2025

RESPONSE DEADLINE: March 26, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED PHYSICALLY TO:

480 Marshburn Drive, Bronson, FL 32621

Levy County School District
Request for Proposals
Food and Grocery Distribution Services

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1. LEGAL NOTICE

Levy County School District

RFP No. 25-01

FOOD AND GROCERY DISTRIBUTION SERVICES

The Levy County School District (hereinafter referred to as LCSD) is requesting proposals from qualified distributors (hereinafter referred to as Distributor) to provide and deliver food and food supply related products, including but not limited to, main entrées, fruits & vegetables (fresh, frozen, and canned), breads, beverages, grocery/staple items, paper products, disposable products, contact and non-contact food items, and cleaning supplies for use in school kitchens operated by LCSD.

Sealed submittals will be accepted until Wednesday, March 26, 2025, at 2:00 p.m. Submittals must be received by the Purchasing Department, Levy County School District, 480 Marshburn Drive, Bronson, FL 32621. Submittals received after this deadline will not be accepted.

RFP documents can be obtained by visiting www.levyk12.org/purchasing.

2. INTRODUCTION

2.1. Summary

The LCSD is requesting proposals from qualified Distributors to provide and deliver food and food supply related products, including but not limited to, main entrées, fruits & vegetables (fresh, frozen, and canned), breads, beverages, grocery/staple items, paper products, disposable products, contact and non-contact food items, and cleaning supplies for use in school kitchens operated by LCSD.

2.2. Background

Levy County is located on the Gulf coast in the NW part of Florida and covers 1,413 square miles. The LCSD is comprised of 5,300 students and 815 employees. The LCSD currently operates four (4) elementary schools, three (3) middle high schools, two (2) combination schools, one (1) virtual school, and two (2) charter schools. Deliveries to charter schools are not a part of this solicitation.

School kitchens serve approximately 3,000 breakfasts, 4,200 lunches, 450 snacks, 500 suppers, and 600 à la carte items daily.

2.3. Contact Information

Brandon Eastman

Coordinator of Purchasing

480 Marshburn Drive

Bronson, FL 32621

Email: purchasing@levyk12.org

Phone: (352) 486-5297 Ext: 2105

Julia Oberst

Coordinator of Food & Nutrition Services

480 Marshburn Drive

Bronson, FL 32621

Email: foodservice@levyk12.org

Phone: (352) 486-5244 Ext: 2106

2.4. Proposed Timeline

Release RFP Date	February 28, 2025
Legal Advertisement	March 03, 2025 & March 10, 2025
Question Submission Deadline	March 19, 2025, 2:00 pm
Addendum Release (if necessary)	March 24, 2025
Submittal Due Date for RFP and References	Wednesday, March 26, 2025, at 2:00 pm Attn: Purchasing Department Levy County School District 480 Marshburn Drive Bronson, FL 32621
Evaluation Committee Meeting (Tentative)	Thursday, March 27, 2025
Presentations/Interviews with Shortlisted Firms (Tentative, if requested)	Monday, March 31, 2025
Board Approval	Tuesday, April 08, 2025

3. INSTRUCTION TO BIDDERS

3.1. Authorized LCSD Representative

Brandon Eastman
Levy County School District
480 Marshburn Drive
Bronson, FL 32621
(352) 486-5297 ext. 2105
purchasing@levyk12.org

3.2. DEFINITIONS

Contractor. The “Contractor” shall refer to the company, individual, or organization awarded by the LCSD in accordance with this solicitation.

Respondent. The “Respondent” shall refer to that person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a bid, proposal, response, or quote for the purpose of obtaining a contract with the LCSD for the provision of the services set forth herein.

The Levy County School District, Florida. May be referred to as “Board”, “School Board”, “District”, or “LCSD” herein.

3.3. CLARIFICATION AND ADDENDA

No interpretation of the meaning of the solicitation or any correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. LCSD will issue responses to all inquiries and any other corrections or amendments it deems necessary in addenda posted prior to the date and time as indicated in the [#Introduction](#). Respondents shall not rely on any statements other than those made in this solicitation or in any written addenda to this solicitation. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

It shall be the responsibility of the Respondent(s) to monitor www.levyk12.org/purchasing for posting of issued addenda prior to submitting a Bid response to ascertain if any addenda have been issued. Addenda shall be acknowledged with the submittal. Failure to acknowledge may constitute a cause for rejection of such submittal.

3.4. LOBBYING

Lobbying is not permitted with any LCSD personnel or School Board members in connection with any competitive solicitation. 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 LCSD personnel on the award of this contract. Any Respondent or any individuals that lobby on behalf of Respondent will result in rejection/disqualification of said submittal.

3.5. BID SUBMISSION

All submittals must be received in hardcopy no later than the date and time as indicated in the [#Introduction](#) and must be delivered to:

Attn: Purchasing Department

Levy County School District

480 Marshburn Drive

Bronson, FL 32621

Specific details are specified in Section 11, Preparation of Submittals.

3.6. EXECUTION OF SUBMITTAL

Respondents are expected to examine the specifications and all general and special conditions, requirements, and instructions. Negligence on the part of the Respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with all locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the LCSD or for paying additional compensation to the Contractor. Failure to follow the instructions contained in the solicitation for completion of a Bid response is cause for rejection of a Bid submittal. Failure to do so will be at the Respondent's risk.

All submittals must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided on the forms included in Required Documents. Failure to execute and submit Required Documents may result in rejection of a submittal. All submittals are subject to the terms, conditions, and specifications herein as released by LCSD or amended by issued addendum and those submittals which do not comply shall be rejected.

3.7. SOLICITATION OPENING

The solicitation opening shall be public, on the date and at the time specified in 2.4. Pursuant to Chapter 119 Florida Statutes, sealed bids, proposals, or replies received by the LCSD as a result of this competitive solicitation are exempt from public inspection until such time as the LCSD provides notice of a decision or intended decision or within thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

3.8. AWARD

Submittals shall be reviewed in accordance with the solicitation and the best interest of the LCSD. To that end, the LCSD has the sole discretion and reserves the right to reject any and all submittals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Respondent as to their submittal; to acquire additional quantities at prices quoted in the submittal unless additional quantities are not acceptable, in which case the solicitation must be conspicuously labelled "SOLICITATION IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or

take other action in regard to the RFP shall be made in the best interest of the School District. Notice of cancellation will be posted at www.levyk12.org/purchasing

3.9. VARIANCE TO BID DOCUMENTS

For purpose of evaluation, Respondents must indicate any or all variances to the solicitation documents and/or specifications as stated, no matter how slight. If variations are not stated in the submittal, it shall be construed that the response submitted fully complies in every respect with the solicitation documents. Submission of alternate documents, other than as included and/or requested in the current solicitation may cause your submittal to be nonresponsive.

3.10. ERRORS AND OMISSIONS

In the event an error or obvious omission is discovered in a Respondent's submittal, either by the Purchasing Department or the Respondent, the Respondent may have the opportunity of withdrawing their submittal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a Respondent to change any information contained in their submittal; however, in the event of a minor omission or oversight on the part of the Respondent, the Purchasing Department (or designee) may request written clarification from a Respondent in order to confirm the evaluator's interpretation of the Respondent's response and to preclude the rejection of their submittal, either in part or in whole. The Purchasing Department has the sole authority to weigh the severity of the infraction and determine its acceptability.

3.11. INCURRING COST

This solicitation does not commit the LCSD to award a contract, nor shall the LCSD be responsible for any expense incurred in the preparation and presentation of a response to this solicitation. Such expense is to be borne exclusively by the Respondent.

3.12. SUBMISSION WITHDRAWAL

Respondent may withdraw its submittal prior to the due date and time specified in [#Introduction](#) by submission of an email notification of its withdrawal by Respondent, sent to the Purchasing Representative stated above. Thereafter, Respondent may submit a new submittal prior to the due date and time specified in [#Introduction](#). Modification offered in any other manner, oral or written, will not be considered. Submittals cannot be changed or withdrawn after the designated time for receipt.

Any submission not withdrawn will constitute an irrevocable offer and shall remain in effect for a period of ninety (90) days from the solicitation opening, to provide ample time for evaluation and acceptance by the LCSD.

3.13. BID TABULATIONS AND RECOMMENDATIONS

The Purchasing Department or designee shall post notice of a decision or intended decision and tabulations at www.levyk12.org/purchasing.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the

bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3.14. BID PROTESTS

Respondents are advised that all Bid Protests must be made in accordance with the requirements of the terms and conditions of this Bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is adversely affected by the solicitation, decision or intended decision pertaining to this Bid must file with the Board, through its Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. The 72 hours period referred to herein shall not include Saturdays, Sundays, or State holidays.

All Respondents acknowledge that the LCSD, as a result of the time lost and costs associated with an unsuccessful Bid protest, will suffer significant damages and losses. Any person who files an action protesting a solicitation, decision or intended decision pertaining to this Bid pursuant to Chapter 120, Florida Statutes, shall post with the Purchasing Department, at the time of filing the formal written protest, a bond in the amount equal to one percent (1%) of the total estimated contract value provided the amount shall not exceed \$5,000.00 nor be less than \$500.00.

The security may be in the form of a bank cashier's check or bank certified check payable to "The School Board of Levy County, Florida," or in the form of a Bond naming as obligee therein "The School Board of Levy County, Florida." The RESPONDENT, as the PRINCIPAL, shall execute each such bond therein, and by a Surety acceptable to the School Board. The Protest Bond or check shall be dated the same date as the date shown on the RESPONDENT'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-in-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

Should the protesting RESPONDENT be successful in its Bid protest, the SECURITY submitted by that RESPONDENT shall be returned to the Protesting RESPONDENT in full. Should the protesting RESPONDENT'S protest be unsuccessful, the SECURITY submitted by the protesting RESPONDENT, shall be retained by the LCSD and the protesting RESPONDENT shall have no right to same or any part of same.

If the protesting RESPONDENT'S protest is unsuccessful, and the SECURITY submitted by the RESPONDENT is in the form of a protest bond, the RESPONDENT and the Surety on said protest bond shall forthwith pay over to the LCSD the full monetary amount and penal sum of said protest bond and LCSD shall retain such amount and sum.

In the case of a protest of another RESPONDENT'S Bid submittal, the Bid submittal being protested by the protesting RESPONDENT must be rejected by the School Board for the reasons stated in the protesting Respondent's protest in order for the protest to be considered successful.

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

3.15. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENT

All Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered Respondents must have an active status in order to be eligible to do business with LCSD. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit www.Sunbiz.org.

3.16. LICENSES AND PERMITS

Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.

3.17. OFFERER CERTIFICATION

Submission of a signed submittal is the Respondent’s certification that he/she will accept award at the prices and terms contained in their response to this solicitation as submitted.

3.18. CONTRACT

The contents of this solicitation and all provisions of the successful Respondent(s) deemed pertinent by the LCSD shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), may not be issued.

3.19. EXCEPTIONS

If the Respondent desires to take exception(s) to any portion of the Bid documents, the exception(s) must be taken during the question and answer period. Exceptions noted within the bid submittal may cause the bid to be deemed non-responsive.

4. GENERAL TERMS AND CONDITIONS

4.1. SPECIAL NOTICE

The General Terms and Conditions outlined herein represent the District's standard language across all Invitation to Bid (ITB), Request for Proposal (RFP), and Request for Quote (RFQ) documents issued by the District. For the purpose of this document, all areas referenced in the General Terms and Conditions section and throughout this document to "Bid" shall be understood as "Proposal" or "Quote" where applicable to this solicitation.

4.2. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror's authorized signature affixed to the acknowledgement page of this solicitation attests to this.

4.3. RENEWAL

LCSD reserves the right to renew this contract or any portion thereof, upon mutual agreement, in writing.

4.4. EXTENSION OF CONTRACT

Prior to the expiration of any contract resulting from a successful solicitation, LCSD, at its discretion, may require an extension of said contract for a period which shall not exceed the original termination date by more than one hundred eighty (180) days to allow such time for re-soliciting. All prices, terms, conditions, and specifications on the last day of the contract shall remain in effect for the contract extension period. The Respondent agrees to this condition upon submission of a signed submittal. Additional extensions beyond the required one hundred eighty (180) days shall be subject to agreement in writing of both parties.

4.5. ESCALATION

Escalation provisions by the Respondent are not acceptable unless otherwise specified in this solicitation.

4.6. PRICES QUOTED

Firm prices shall be bid. Respondents shall reflect cash discounts in the unit prices quoted. Discounts shall not be considered in determining the lowest net cost for evaluation purposes. Prices are to be submitted in accordance with the quantities required, which appear in the solicitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary, and recommend an award based upon the overall group total.

4.7. QUANTITY SPECIFIED

LCSD reserves the right to increase or decrease the quantity of any and all Bid items as it deems appropriate. The unit price shall remain as accepted at time of award.

4.8. CONDITION OF ITEMS

Unless otherwise specified in this solicitation, all items requested must be new, the latest model manufactured, first quality, carry the manufacturers or Respondent's standard warranty, and be equal to or exceed the specifications listed in the Bid. Bids on "used, remanufactured or reconditioned" items will not be considered unless specifically requested in the solicitation.

4.9. PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization to perform services or provide commodities to LCSD. A commitment, either written or verbal, from LCSD employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by LCSD to a Vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment.

4.10. WARRANTY

All equipment and/or services purchased/rendered shall be in accordance with the specifications herein, be guaranteed to be free from defects in workmanship and/or materials, and carry the manufacturers or vendor's standard warranty, unless otherwise specified in this solicitation.

4.11. ITEM SUBSTITUTIONS/DISCONTINUATIONS

Under no circumstances may a Contractor substitute a different product for any item awarded from this Bid, without prior approval. In the event an awarded item is discontinued by the manufacturer during the term of this Bid, the Contractor shall provide an acceptable substitute item at the same Bid price or risk being found in default. The Contractor must file a written request with the Purchasing Department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete specifications for the proposed substitute item, and a sample, if requested.

4.12. DAMAGED ITEMS

In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked; the item(s) must be replaced by the Contractor at no cost to the LCSD.

4.13. VARIANCE IN CONDITION

Any and all Special Conditions and Specifications attached hereto which vary from these General Conditions shall have precedence. Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (1) Scope of Work/Specifications; (2) Special Conditions; (3) General Terms & Conditions.

4.14. BID/PERFORMANCE BONDS

When a bid or performance bond is required, details of those requirements will be indicated under Special Conditions.

4.15. PURCHASES BY OTHER PUBLIC AGENCIES/PIGGYBACK (FAC-6A-1.012(5&6))

With the consent and agreement of the awarded Contractor, other entities may make purchases under this solicitation and any resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms, conditions, and pricing at or below stated herein. This process, commonly referred to as “piggybacking,” is not a method for procuring goods and services, but is an option used in an effort to obtain the most economical prices for needed items. Piggybacking on a contract will not be approved by the Florida Department of Agriculture if it will cause a substantive change to this solicitation. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items. In the space provided below, indicate your preference as to allowing other government agencies to purchase services as a result of this RFP.

- ☐ I **will** allow other government agencies to purchase products and/or services using this proposal.
- ☐ I **will not** allow other government agencies to purchase products and/or services using this proposal.

If the Contractor chooses to permit other government agencies to purchase services using this proposal, they shall agree to allow the following:

- A. The Contractor shall allow purchases of at least \$1,500,000.00 annually for each additional government agency based on the estimated annual volume of each additional government agency using this proposal.
- B. The Contractor shall facilitate purchases to at least six (6) additional government agencies using this proposal.
- C. The Contractor shall propose limits on purchases above the amounts defined in 4.15 A and 4.15 B by indicating said limits in the space below:

Dollar amount limit for each additional government agency: \$ _____

Limit of additional government agencies permitted: _____

4.16. USE OF OTHER CONTRACTS/NON-EXCLUSIVITY

LCSD reserves the right to utilize any other contract, including, but not limited to any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, federal agencies, cooperative agreements per Rule 6A-1.012, Florida Administrative Code, in lieu of any offer received, or award made as a result of this solicitation, if it is in the best interest of the LCSD to do so. LCSD also reserves the right to bid separately or to purchase any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of LCSD, at any time during this agreement term.

4.17. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement and any amounts to be paid, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by LCSD.

4.18. FLORIDA STATE CONTRACT, "SNAPS" AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS

If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this Bid, the Respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Purchasing Department reserves the right to reject all bids and purchase from State Contracts, SNAPS Agreements, or FDOE Contracts if to do so represent the best interests of the LCSD.

4.19. TAXES

Purchases are exempt from ALL Federal Excise and State Sales Tax.

4.20. INVOICING AND PAYMENT FROM PURCHASE ORDERS

LCSD will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act., after the items awarded to a Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice. All invoices must bear the purchase order number. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and all correspondence. The Contractor will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall be electronically mailed to: foodservice@levyk12.org. A separate invoice must be received for each purchase order number.

4.21. PAYMENT BY ACH

In responding to this solicitation, all Respondents agree to accept payment through ACH. Payments for all undisputed charges shall be processed within thirty (30) days of receipt and approval of undisputed invoice or as per contract. Distributor shall be paid for goods and services at the agreed upon fees as defined in this Agreement, with no allowance for additional fees or expenses without written approval of LCSD.

4.22. PAYMENT BY PURCHASING CARD

The LCSD may utilize a Purchasing Card in some cases to procure products and services or for payment under this solicitation. The Contractor will complete a sales receipt, which includes the following Information: (1) Card number, expiration date, cardholder name, and school/department, (2) Date and amount of purchase, (3) Itemized list of item description, quantity, price, and (4) Contractor's name and identification.

4.23. LAWS AND REGULATIONS

The Respondent shall be responsible to know and apply all applicable federal, state, county, and local laws, and all ordinances, rules, and regulations that in any manner affect the items covered herein. All applicable federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this solicitation and shall govern all claims and disputes which may arise between the Respondents submitting a response to this solicitation and LCSD by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility.

4.24. INSURANCE, LICENSES, AND PERMITS

The Contractor shall obtain and pay for all necessary insurance, licenses, and related documents required to comply with the solicitation specifications and maintain same in full force and effect during the term of this contract. Contractor shall also be responsible for obtaining all necessary building permits to be issued and paid for by LCSD, unless other specified in this solicitation. The Contractor shall save and hold harmless the LCSD as a result of any infraction of the aforementioned.

4.25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Levy County, Florida, and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the LCSD. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.26. MARKETING/ADVERTISING

By submitting or being awarded this solicitation, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using LCSD's name, logos, etc. without written approval of the LCSD.

4.27. FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of Internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

4.28. CONTRACTOR PERFORMANCE

A Vendor Performance Report form may be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report

and process will assist LCSD to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future business with LCSD.

4.29. TERMINATION / CANCELLATION OF CONTRACT

LCSD reserves the right to cancel the contract, or any part herein, without cause or penalty. LCSD will notify the Contractor of the intent to terminate, in writing, a minimum thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.

4.30. TERMINATION FOR CAUSE AND CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the LCSD shall determine that such termination is in the best interest of the District. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the LCSD shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

A Vendor Performance Report will be issued by the District's Contract Administrator, or designee, to document any unsatisfactory performance by the Contractor including deficiencies or default in the performance of its duties under the awarded contract for any violations to any provisions and/or failure to perform their obligations under this contract in a manner satisfactory to the LCSD as per contract specifications. Contractor shall have ten (10) days to correct any and all deficiencies. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default and a recommendation shall be made to the School Board for immediate cancellation, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the LCSD's sole discretion whether to exercise the right to terminate.

Failure of the Contractor shall give the LCSD the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the LCSD or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1))). Upon cancellation, hereunder the LCSD may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. If said contract should be terminated for cause or convenience as provided herein, the LCSD shall be relieved of all obligations under said contract. The LCSD shall only be required to pay to the awarded Contractor that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor.

Termination for cause includes terminations under 287.135, F.S. Contractor shall not be found in default for events as defined under Force Majeure. If a contract is terminated for cause or convenience, the LCSD may either re-solicit or award the next lowest, most responsive, and responsible Respondent if deemed to be in its best interest.

4.31. LIQUIDATED DAMAGES

Time is an essential element of all contracts and is important that the work be vigorously prosecuted until completion/delivery. The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of the contract, or any material provision thereof, or fails to remedy any deficiency in performance, LCSD may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the LCSD for a period of one (1) year after the default date. Thereafter, the Contractor may request to be placed back on the Active Vendor List.

4.32. BANKRUPTCY/INSOLVENCY

At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, LCSD may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.

4.33. GOVERNING LAW AND VENUE

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Levy County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Jacksonville Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

4.34. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to missing details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of

specifications shall be made upon the basis of this statement

4.35. RECORDS RETENTION (34 CFR 80.36(i)(11) & 2 CFR 200.318(i))

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the LCSD makes final payments and all other pending matters are closed.

4.36. FERPA

To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold LCSD harmless for any violation of this provision including, but not limited to, defending LCSD and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon LCSD, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon LCSD arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.

4.37. NON-COLLUSION

The Respondent, by affixing its signature to this Bid submittal, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

4.38. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

All material submitted becomes the property of the LCSD. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the LCSD with a separate redacted copy of its response. The redacted copy shall contain the LCSD solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to LCSD at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)(e), Florida Statutes, Respondent must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

The Respondent shall be responsible for defending its determination that the redacted portions of its

response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify LCSD for any and all claims from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The LCSD will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, LCSD is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

4.39. PUBLIC ENTITY CRIME

Per the provisions of § 287.133 (2)(a), Florida Statute. "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 § 287.017, Florida Statute, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

4.40. HOLD HARMLESS AGREEMENT

During the term of this agreement the Contractor shall indemnify, hold harmless, and defend the LCSD its agents, servants and employees from any and all cost and expenses, including but not limited to attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servant and employees, may pay or become obligated to pay on account of any, all or every claim or demand, or assertion of liability, or any claim or actions founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, his agents, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization whether employed by the Contractor or the Board or otherwise.

4.41. OSHA

The Respondent certifies that all material, equipment, etc., contained in the Bid submittal meets all Occupational Safety Hazards Act (OSHA) requirements. The Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all cost necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Respondent. Failure of the Respondent to bring any and all material, equipment, etc., contained in a particular Bid submittal, in conformity with all OSHA requirements, shall constitute default under this agreement.

4.42. ASBESTOS STATEMENT

All material supplied to the LCSD under this Bid must be 100 percent asbestos free unless otherwise specified. Respondent, by virtue of submitting a response to this Bid, certifies by signing Bid submittal that if awarded any portion of this Bid, will supply only material or equipment that is 100 percent asbestos free. No Bid submittal will be considered unless this is agreed to by the Respondent.

4.43. SAFETY DATA SHEETS (SDS)

The Respondent(s) must submit a Safety Data Sheet (SDS) with the Bid submittal for all hazardous materials and chemicals or within forty-eight hours upon request from the LCSD. Failure to submit the required SDS may be cause for rejection of the Bid submittal. The SDS shall also be provided with each shipment of each hazardous materials and/or chemical. This information must be provided in compliance with Florida's Right-To-Know law.

4.44. FISCAL NON-APPROPRIATIONS CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the LCSD. The LCSD shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement.

4.45. ANTI-DISCRIMINATION

LCSD does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the bases of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, or any other reason prohibited by law.

4.46. STATE TERM CONTRACTS

The LCSD hereby notifies interested parties that the purchasing agreements and state term contracts available under Section 287.056, Florida Statute, of the Department of Management Services have been reviewed for the subject of this solicitation.

4.47. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to 215.473, Florida Statutes, or 2. Is engaged in business operations in Cuba or Syria."

Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the

purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida Law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, created pursuant to Section 215.473, Florida Statutes, and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The LCSD may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida Law are found to have submitted a false certification or any of the following occur with respect to the company or related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or is found to have engaged in business operations with Cuba or Syria. Notwithstanding the preceding, the LCSD reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the LCSD determine that the conditions set for in Section 287.135(4), Florida Statutes, are met.

4.48. PROHIBITION OF GRATUITIES

By submission of a Bid, Respondent certifies that no employee of LCSD has or shall benefit financially or materially from such Bid or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

4.49. SCHOOL SECURITY

Contractor acknowledges and understands that the goods/services contemplated by this Contract are delivered to or performed on public property owned by the LCSD, which property may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, comply with FL House Bill 1473 and other applicable laws, the Contractor agrees to the following provisions and agrees that the failure of Contractor to comply with any of these provisions may result in the termination of this contract by LCSD:

a. **Unauthorized Aliens:** LCSD considers the employment of unauthorized aliens by the Contractor, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Contractor shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Contractor shall immediately take

all steps necessary to remove such unauthorized alien from the property and the project.

b. **Possession of Firearms:** Possession of firearms will not be tolerated on LCSD property. No person who has a firearm in their vehicle may park their vehicle on LCSD property. Furthermore, no person may possess or bring a firearm on School property. If any employee/independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on to LCSD property, said employee/independent contractor shall be immediately removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the LCSD may terminate this Agreement. "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 devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

c. **Criminal Acts:** Employment on the project by the Contractor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Contractor agrees to take all steps necessary to remove such person from the project and the property. LCSD shall have the right to terminate this Agreement if the Contractor does not comply with this provision.

d. **Possession/Use/Under the Influence of Mind-Altering Substances:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on LCSD property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on LCSD property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor agreement with the sub-contractor for the project shall be terminated. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the LCSD may terminate this Agreement.

e. **Contact with Students:** No construction worker, material men, supplier, or anyone involved in any manner shall have direct or indirect contact with students at the school property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from the LCSD. Contractor shall be responsible for ensuring compliance by all subcontractors or other persons involved in any manner with this construction project.

f. **Compliance with the Jessica Lunsford Act (Section 1012.32, Florida Statutes):** The State of Florida enacted legislation in September 2005 known as The Jessica Lunsford Act. The law requires that all persons or entities entering into contracts with the LCSD who may have personnel who will be at a school facility when students are present, have direct contact with students, or have access to or control of school funds comply with the Level 2 screening requirements of the statute. The required Level 2

screening includes fingerprinting, which must be conducted by the Personnel Department of the LCSD located at 480 Marshburn Drive, Bronson, Florida, or other school district included in the Florida Shared School Results database. There will be a cost for each individual processed, which must be paid at the time of processing by the Contractor. The cost may be adjusted annually. Any individual who fails to meet the screening requirements shall not be allowed on school grounds when students are present, shall not have direct contact with students, and shall not have control over school funds. Failure to comply with the screening requirements will be considered a material default of this agreement. Approved Vendors/Contractors will be issued a Levy County Approved Vendor Badge before being permitted on school grounds.

4.50. NON-DISCLOSURE

Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.

4.51. DATA CONFIDENTIALITY

The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to LCSD, or an individual identified with the data or information in Contractor's custody.

4.52. RIGHTS TO DATA

LCSD is and will remain the owner of all data provided to Contractor by the LCSD pursuant to this Contract. Contractor will not use such data for any purpose other than providing services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.

4.53. DATA TERMINATION

Contractor agrees that any and all transmission or exchange of system application data with LCSD and/or any other parties shall take place via secure means using current industry approved encryption standards.

4.54. DATA SECURITY

Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a SOC 2 Type II report shall be made available upon request by LCSD.

4.55. DATA STORAGE AND BACKUP

The Contractor agrees that any and all LCSD data will be stored, processed, and maintained solely on designated servers and that no LCSD data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an LCSD officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the LCSD Chief Information Security Officer for any general or specific case. Contractor agrees to store all LCSD backup data stored as part of its backup and recovery processes in encrypted form.

4.56. END OF AGREEMENT DATA HANDLING

Contractor agrees that upon termination of this Agreement, or future agreement between the parties for similar services and upon request from LCSD, it shall return to LCSD all data provided by to LCSD in a useable electronic form, and erase, destroy, and render unreadable all LCSD data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of LCSD, whichever shall come first.

4.57. DATA BREACH

Contractor agrees to comply with the State of Florida Database Breach Notification Act set forth in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify LCSD immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless and defend LCSD and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

4.58. MANDATORY DISCLOSURE OF CONFIDENTIAL INFORMATION

If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.

4.59. REMEDIES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION

Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

4.60. SAFEKEEPING AND SECURITY

As part of the services provided under this contract, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by LCSD to Contractor's employees, agents, or subcontractors, if any. Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of Contractor's personnel to have access to any LCSD facility, records, or data of LCSD if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of LCSD.

4.61. REQUEST FOR ADDITIONAL PROTECTION

From time to time, LCSD may reasonably request that Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. Contractor shall not unreasonably decline LCSD request.

4.62. NOTICE

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this solicitation as its place for receiving notice, and LCSD designates the following address for such notice:

The School Board of Levy County, Florida

Attention: Purchasing Department

480 Marshburn Drive

Bronson, FL 32621

Telephone: (352) 486-5297, ext 2105

Email: purchasing@levyk12.org

4.63. CONDITIONS FOR EMERGENCY / HURRICANE DISASTER

It is hereby made a part of this Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the LCSD, shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the LCSD. Vendor/ Contractor agrees to rent/sell/lease all goods and services to the LCSD, or other government entity as opposed to a private citizen, on a first priority basis. The LCSD expects to pay a fair and reasonable price for all products in the event of a disaster, emergency, or hurricane. Vendor/Contractor shall furnish a “24-hour” phone number in the event of such an emergency.

4.64. DEBARMENT AND SUSPENSION (2 CFR Part 300.213)

In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed as excluded or suspended parties on the System for Award Management (SAM) issued by the General Services Administration (GSA).

4.65. FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility, and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110(ED80-0013).

- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

4.66. FEDERAL DRUG FREE WORKPLACE

Contractor agrees to comply with the drug-free workplace requirements of federal contractors pursuant to 41 U.S.C.A. § 8102 and regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600. Federal Register pages 21681-21691.

4.67. E-VERIFY

Every contractor and subcontractor desiring to enter into a contract with the LCSD shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Executive Order 11-116, and Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c. Contractor shall provide a copy of sub-contractor affidavit to the LCSD upon receipt and shall maintain a copy for the duration of the Agreement.
- d. Failure to comply with this provision is a material breach of an Agreement, and LCSD may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with LCSD securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- e. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

4.68. FEDERAL FUNDING

Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and services. The Respondent(s) awarded must not take exception to any part of these regulations. These provisions are covered under the Federal Award Provisions section of this solicitation. Any purchase made under this awarded contract, using Federal funds, may require additional certification forms completed and signed by the awarded Respondent(s). Purchase Order(s) will not be issued until/unless all required forms are received by the District and all Federal provisions have been met (as applicable).

4.69. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 119.0701, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF LEVY COUNTY CUSTODIAN OF PUBLIC RECORDS AT 480 Marshburn Drive, Bronson, FL 32621, (352) 486-5231 or reference <http://www.levyk12.org/public-records-request>.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in

the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the LCSD to perform the service.
- b. Upon request from the LCSD's custodian of public records, provide the LCSD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the LCSD.
- d. Upon completion of the contract, transfer, at no cost, to the LCSD all public records in possession of Contractor or keep and maintain public records required by the LCSD to perform the service. If Contractor transfers all public records to the LCSD upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LCSD, upon request of the LCSD's custodian of public records, in a format that is compatible with the information technology systems of the LCSD.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the LCSD.

4.70. [CONE OF SILENCE \(287.057\(25\)\), Florida Statutes](#)

The Cone of Silence prohibits any communications regarding any part of Request for Proposals (RFPs), Requests for Qualifications (RFQs) or Bids for the provision of goods and services after they have been advertised. The Cone of Silence is terminated at the time when the LCSD Procurement Coordinator issues a written recommendation to the School Board for approval.

5. FEDERAL AWARD PROVISIONS - 2 CFR PART 200

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

5.1. EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3) & 2 CFR 200)

All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their Contractors or sub grantees).

5.2. DAVIS-BACON ACT (34 CFR 80.36(i)(5))

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to construction contracts in excess of \$2,000 awarded by the district and sub grantees when required by Federal grant program legislation).

5.3. COPELAND "ANTI-KICKBACK "ACT" (34 CFR 80.36(i)(4))

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).

5.4. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6))

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

5.5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.6. [CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT \(34 CFR 80.36\(i\)\(12\)\)](#)

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and sub grants of amounts in excess of \$150,000).

5.7. [BYRD ANTI-LOBBYING AMENDMENT](#)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Applicable to contracts greater than or equal to \$100,000).

5.8. [PROCUREMENT OF RECOVERED MATERIALS \(2 CFR 200.322\)](#)

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

5.9. [DEBARMENT AND SUSPENSION](#)

Debarment and suspension are addressed under General Terms and Conditions, paragraphs 4.64 and 4.65.

5.10. [REMEDIES FOR VIOLATION OR BREACH OF CONTRACT](#)

Remedies for violation or breach of contract are addressed under General Terms and Conditions, paragraph 4.45.

5.11. [TERMINATION FOR CAUSE AND CONVENIENCE](#)

Termination for cause and for convenience are addressed under General Terms and Conditions, paragraph 4.30.

6. FEDERAL AWARD PROVISIONS - USDA

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS – USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the United States Department of Agriculture (“USDA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

6.1. RECORDS RETENTION (34 CFR 80.36(i)(11) & 2 CFR 200.318(i))

Provisions for records retention are addressed under General Terms and Conditions, paragraph 4.35.

6.2. CIVIL RIGHTS

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113- 1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

6.3. BUY AMERICAN (7 CFR PART 210.21 (d))

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988(Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” mean that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meal programs.

Before supplying any non-domestic products, successful Respondent must request approval for exceptions to the Buy American Provision by providing the following documentation to the LCSD: Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food and; Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.

6.4. ENERGY POLICY and CONSERVATION ACT (42 U.S.C. 6201)

All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6.5. DISCOUNTS, REBATES & CREDITS (7 CFR Part 210.21 (f)(i))

The awarded Respondent shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the LCSD the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the LCSD.

7. FEDERAL AWARD PROVISIONS - FEMA

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the Federal Emergency Management Agency ("FEMA") when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

7.1. ACCESS TO RECORDS (34 CFR 80.36 (i)(10))

All vendors, contractors and subcontractors shall give access to the LCSD, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific Bid for the purpose of making audit, examination, excerpts, and transcriptions.

To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.

7.2. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7.3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

7.4. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

7.5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

8. INSURANCE REQUIREMENTS

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections. The Contractor shall purchase and maintain the following minimum insurance listed below from a company or companies properly licensed in the State of Florida and rated A-VII or better by A.M. Best Company and against which LCSD will entertain no reasonable objection.

8.1. Worker's Compensation Liability

Coverage shall be in compliance with Chapter 440, Florida Statutes. The Contractor shall provide and maintain, during the life of this contract, Workers Compensation insurance in statutory amounts and Employee Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease/employee. This insurance shall be in accordance with the laws of the State of Florida for all Contractor's employees at the site of the project, and if any part of the work is sublet the Contractor shall require each of the Subcontractors to maintain such insurance for all their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers Compensation Insurance.

8.2. Comprehensive Automotive Liability

Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits: minimum limits of coverage shall be One Million Dollars (\$1,000,000) per occurrence, Combined Single Limit for bodily Injury Liability and Property Damage Liability.

8.3. Comprehensive General Liability

- Bodily injury, personal injury, and property damage at One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
- Property Damage Liability shall include coverage for the following hazards: X, C, U

8.4. Contingent Liability

The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

8.5. Contractor agrees to the following as it relates to all above required insurance:

- **Insurance Verification Required:** LCSD requires that all Contractors prove their capacity to provide the required insurance as set forth in this solicitation. Contractors are required to provide in with their submittal a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above required insurance. If awarded, the Contractor will then be required to name The School Board of Levy County, Florida as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of award.
- The Contractor agrees that no services shall begin until proof of insurance is received by the LCSD. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Agreement. Upon reasonable request, the Contractor agrees to provide LCSD a copy of its insurance policies, forms, and endorsements in its entirety. Any document not in compliance with above requirements will not be approved.
- The Contractor shall provide written notice to the LCSD within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on above required insurance.
- **Loss Deductible Clause:** LCSD shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.
- Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
- By submitting a response to this solicitation, Contractor hereby understands and agrees to the above insurance requirements. Failure by the Contractor to maintain insurance as described herein constitutes a material breach of this contract and the LCSD shall have the right to terminate this contract without further liability.

9. SPECIAL TERMS AND CONDITIONS

9.1. CONTRACT/RENEWAL

This contract shall be for a period of three (3) years, effective July 1, 2025 through June 30, 2028, (Initial Contract Period) with an option to renew for up to two (2) additional one (1) year terms, and if needed, an extension of one hundred eighty (180) additional days at LCSD discretion. Options to renew will be negotiated, executed, evidenced in writing, and signed by both parties.

9.2. PRICE ADJUSTMENTS

Price adjustments are detailed in Section 10, Scope of Work.

10. SCOPE OF WORK

10.1. Scope of Services

The Distributor will be responsible for purchasing, receiving, storing, distributing, reporting, and tracking items included in the Price Schedule, including but not limited to; main entrées, fruits & vegetables (fresh, frozen, and canned), breads, beverages, grocery/staple items, paper products, disposable products, contact and non-contact food items, and cleaning supplies for use in school kitchens operated by LCSD. The Distributor must commit to maintaining and enforcing the highest levels of service quality and standards for the entire term of this contract and any subsequent renewal periods.

The LCSD is committed to providing a healthy environment for students and staff within the school environment, recognizing that individuals must be physically, mentally and socially healthy in order to promote wellness and academic performance. The United States Congress recognizes that schools play a critical role in promoting student health, preventing childhood obesity, and combating problems associated with poor nutrition and physical inactivity by passing the Healthy, Hunger-Free Kids Act of 2010. Unless otherwise noted by LCSD, all food and beverages purchased for our district school meal programs must adhere to the nutritional guidelines outlined in the Healthy Hunger Free Kids Act of 2010, Federal Smart Snack Guidelines.

While the greatest demand for products will come from the LCSD Department of Food and Nutrition Services, the result of this solicitation will be a contract for the entire school district. Other department purchases may include, but are not limited to; extended day care, culinary programs, and emergency supplies. The vast majority of these items would come from awardees normal product stock. Invoices and payment required must be directed to the school/department that placed the order/received the product.

The LCSD reserves the right to shop the market to locate the most competitive product.

The awarded Distributor shall solicit competitive bids from manufacturers/suppliers, that meet all sanitation and safety requirements, and purchase food and supplies as required by LCSD. Upon request, LCSD must be provided with the quote/bidding documentation of any food and/or paper good items for final approval and to ensure compliance. Once the products have been identified and approved by LCSD, the Distributor will order, receive, store, and distribute products as directed by LCSD will work with the Distributor collaboratively in order to acquire the best product at the best cost. The Distributor will lend their experience and expertise to purchase the product requested. The Distributor must award their bid to the lowest best cost per equal increment of product that meets or exceeds specification, terms and conditions. The Distributor must bring to LCSD's attention all rebates, incentives, or any form of remuneration which in effect lowers costs to the Distributor and pass on all cost savings for any LCSD purchased items to LCSD. The Distributor must pass on to LCSD all rebates and/or bill-backs from manufacturers.

10.2. Cafeteria Paper Products and Other Supplies

Compostable Products. Compostable Products listed on the Price Schedule must meet the following specifications:

- Able to endure hot and cold food without seepage
- Must be tested by a Biodegradable Products Institute certified lab and shown to be compliant with ASTM standards (D6400 or D6868).
- Must be food safe for all types and varieties of food and have FDA GRAS certification for food contact

Safety Data Sheet. A Safety Data Sheet must be submitted with the RFP Submittal for all hazardous materials and chemicals or at the request of LCSD. Failure to submit the required Safety Data Sheet(s) may be cause for rejection of the bid submittal.

10.3. Manufacturers Name and Approval of Equivalent

Food and Grocery Distribution - Specific manufacturers and brands are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance LCSD expects to receive as a minimum. Proposers offering alternate (equivalent) products to the product listed on the Price Schedule will complete columns B through M on the Alternative Line Item Pricing tab and include the nutritional label for the alternate product. LCSD reserves the right to determine acceptance of item(s) as an approved equivalent.

Samples of Food and Grocery Distribution are not required prior to the RFP opening. However, samples may be required before the RFP is awarded. Samples, if requested by LCSD, must be delivered at a time and location determined by LCSD at no charge. Samples must be sent in the same manner in which it would be sent should it be an approved item. For example, if a canned good is sent 4/case, the sample should be received the same way (4/case). Samples must be clearly labeled, contain ingredients, allergen information, nutritional information, and instructions for preparation (when required). Unused samples will not be returned.

Cafeteria Paper Products and Other Supplies - Specific manufacturers and brands are used to reflect the kind and type of quality in materials and workmanship, and not intended to limit competition. If an alternate item (equal in quality) is submitted, Contractor must provide Brand Offered, Item Number and Number of Pieces per Unit of Measure. Complete technical specifications along with illustrative materials and/or Safety Data Sheets must be provided to LCSD upon request. Failure to provide this information upon request may be cause for rejection of the Bid submittal. LCSD shall be the sole judge concerning the merits of items submitted.

Samples of Cafeteria Paper Products and Other Supplies are not required prior to the submittal opening. However, samples may be required before the RFP is awarded. Samples, if requested by LCSD, must be delivered at a time and location determined by LCSD at no charge. Samples must be clearly labeled. Unused samples will not be returned. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the RFP submittal.

10.4. Service Level Performance

The Distributor shall provide the approved brand products, to the correct delivery site, within the specified times, in correct quantities, in acceptable condition, at contract prices and accompanied by a correct invoice.

The awarded Distributor must maintain a minimum on time fill ratio of ninety seven percent (97%). Failure to maintain the on-time fill ratio or repeated failure to comply with any of the terms and requirements of the RFP will indicate non-conformance to contract conditions and may result in LCSD exercising its option to terminate the contract. LCSD approved substitutions do not count against the fill ratio.

10.5. Dedicated Contract Administrator

Distributor shall appoint a dedicated contract administrator to LCSD. This individual will meet monthly in person or via video call with LCSD to examine any shortages/substitutes, review the inventory, and discuss future needs. This will be followed up with weekly calls. The dedicated contract administrator will be immediately and directly accessible to resolve problems as they arise.

10.6. Ordering Communication

The Distributor is required to electronically receive and upload all orders. Orders will be sent in advance by each school site Food and Nutrition Services manager or, at the discretion of LCSD, the LCSD Department of Food and Nutrition Services, including emergency additions or deletions. Additions and/or deletions to these orders will be communicated to the Distributor by the LCSD Department of Food and Nutrition Services by 1:00 pm two days prior to the delivery.

The Distributor shall provide adequate on-site training to LCSD Food and Nutrition Services staff on the use of their electronic order processing system at no additional cost to LCSD.

Problems relating to products and delivery schedules are to be handled by Dedicated Contract Administrator or Distributor designee and an authorized representative of the LCSD Department of Food and Nutrition Services.

10.7. Delivery Requirements

Work to be done under this contract includes, but is not limited to providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein. There will be no minimum delivery requirements or fees. However, for individual specific orders questioned, upon mutual agreement with the LCSD Director of Food and Nutrition Services, specific instances of adjusting orders to facilitate effective delivery practices can be reviewed.

A. Distributor shall not subcontract delivery to other companies. All deliveries shall be made in refrigerated trucks belonging to or leased by the Distributor. Temperatures are required to be: Frozen 0° to -10°F; Chilled 33° to 41°F; Canned/Dry 50° to 70°F. All products must be delivered under clean and sanitary conditions – free of dirt, grease, sand, or foreign materials. LCSD has the right to refuse shipment if the food appears to be refrozen or in an unsanitary vehicle.

B. A current list of individual school locations is attached to this RFP as Exhibit A. Newly constructed schools and optional delivery sites may be added to this contract as required after the award is made. New school delivery sites will be added, or optional delivery site locations will be added as a direct result of: newly constructed schools, replacement schools or as a result of building renovations and in the event of emergencies due to acts of God or any related emergency that would result in closure of any school delivery site, thereof creating a new delivery site location. The LCSD Department of Food and

Nutrition Services will inform the Distributor of all changes in delivery locations, to include additional delivery sites during the contract. Quantities may be revised during the term of the agreement.

C. The distribution plan shall be submitted by the Distributor to LCSD for approval two (2) weeks prior to the first delivery of every school year and remain constant. By supplying the Distributor with the annual school schedule, the distribution plan must take into consideration times that school is not in session and all holidays while maintaining bi-weekly deliveries to each site. Changes in delivery schedules initiated by the Distributor must be submitted to the Department of Food and Nutrition Services for approval at least two (2) weeks in advance. During summer school, deliveries may be required in a shorter delivery window to a limited number of schools.

D. Deliveries will be accepted Mondays through Fridays, unless otherwise specified. Deliveries will be made weekly between the hours of 6:30am and 2:30pm. At the discretion of LCSD, some high-volume schools may require weekly delivery. If a designated delivery day is a holiday, the delivery will be made on the next school day or the prior school day. All delivery schedule changes must be submitted in writing, at least two (2) weeks in advance, to the Department of Food and Nutrition Services for written approval prior to implementation.

E. Transportation (Cargo) Requirements: Each delivery must be made in a single vehicle with dual or tri-compartments, to adequately maintain the temperature zones within. Split deliveries for food, whereby a distributor uses one truck for dry and another for frozen, is unacceptable. Types of delivery vehicles used are subject to approval by LCSD.

F. Distributor drivers must deliver products into pantry, freezer or cooler rooms as designated by the school site Food and Nutrition Services manager. Drivers are not required to place products on shelves, nor remove containers from cases.

G. The school site Food and Nutrition Services manager or designated receiver is required to verify total quantities, and condition of merchandise at the time of delivery. Distributor personnel shall cooperate with the process.

H. In the event of a vehicle breakdown or other delay, Distributor must have a contingency plan for immediate recovery. The Distributor will be responsible for ensuring the items are delivered to the designated schools as scheduled. The Distributor will be responsible for contacting both the LCSD Department of Food and Nutrition Services and each individual school site Food and Nutrition Services manager of any delivery delays and rescheduling for the same day delivery.

I. Excessive late deliveries will be cause for contract cancellation.

10.8. Estimated Quantities

Quantities shown on the Price Schedule are LCSD's estimated annual needs based on the current market and are not to imply or guarantee any purchase quantities during this contract. Additional items may be added to this list.

10.9. Distributor Inventory

Distributor should maintain an ample level of inventory to prevent out of stock situations while avoiding excessive inventories, which might compromise product integrity. The Distributor will receive the

product in a time frame that protects LCSD from a shortage of products due to an unforeseen minor event.

Product substitutions due to out-of-stock situations should be held to an absolute minimum. To assist in maintaining adequate inventory levels, LCSD will provide a set of Food and Nutrition Services menus to the Distributor as soon as they are available. Any menu revisions will be provided in a timely manner.

10.10. Residual Inventory at Contract Termination

Because of the nature of this RFP, the awarded Distributor may be required to stock items not normally maintained in the inventory. These items are termed, Special to the Contract. Thus, if a Distributor should not be successful in securing the contract for the next period, or if the contract is otherwise terminated, LCSD will purchase items designated Special to the contract, at the most recent contract costs, as approved by LCSD.

A. Purchases of this type are limited to a thirty (30) day supply as determined by LCSD.

B. LCSD must be provided with an in and out inventory report, of items special to the contract, going back at least sixty (60) days prior to the date of contract termination. This report shall indicate reports and drawdowns to arrive at ending quantities.

C. Purchased residual inventory stock will apply only to those items that are undamaged and currently dated and not in inventory as the result of an unusually large order being placed during period subsequent to the awarding of a contract.

D. This requirement may be voided if the contract is terminated by the Distributor or is terminated for default by LCSD.

10.11. Substitutions

A Distributor may not change from one approved product to another without written approval from the Department of Food and Nutrition Services during the contract period. Should an item or specified brand be unavailable, the Distributor will give written notification to the LCSD Department of Food and Nutrition Services. The notification will contain a recommended acceptable substitute (of the same or higher quality) and must be sent at least twenty-four (24) hours prior to delivery. The LCSD Director of Food and Nutrition Services or designee will approve or deny the substitute in writing. At no time will a product or item be distributed without prior written approval by LCSD.

If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to the LCSD Director of Food and Nutrition Services. Letters from brokers or distributors are not acceptable in lieu of a manufacturer's letter.

10.12. Specialty/Seasonal Catering

At various times, the need will arise for seasonal or specialty items. The Distributor and LCSD will negotiate an acceptable product and price. The Distributor will make all efforts to ensure the desired product is high quality at the lowest possible cost.

10.13. Summer Break

LCSD provides meals throughout the summer at approximately four (4) sites. The Distributor is required to maintain adequate inventory to fulfill the requirements of these sites. The schools open for the summer session will require delivery in a shorter delivery window to a limited number of schools.

10.14. New Product Procurement After Award

Should a new product become available after the award, samples should be submitted in accordance with the terms and conditions of this RFP. New items approved as acceptable brands may be purchased during this contract period. New items will be purchased according to the following procedures:

- A. Samples for testing shall be provided at no cost to LCSD. Each sample should include the product information, ingredients, allergen information and preparation instructions (when required).
- B. If a product is approved by LCSD, manufacturers shall submit a copy of their published suppliers list, minus any discounts, to LCSD.
- C. Distributor shall submit a quote for the new items for review and approval by LCSD.
- D. Purchase prices for the new items will be determined by supplier's price plus the Distributors fixed fee.

LCSD reserves the right to shop the market to locate the most competitive product.

10.15. Unsatisfactory Product

LCSD reserves the right to terminate the contract at any time for due cause which shall include but not be limited to repetitive unsatisfactory products and service delivered. The Distributor will make every effort to resolve the issue within five (5) business days. Cancellation shall be within thirty (30) days following written notice.

10.16. Food Recalls

The Distributor shall be expected to voluntarily comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to effectively respond to a food recall. This process must include accurate and timely communications to LCSD and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. The proposer shall provide in their submittal a summary of the firm's recall policy and procedures.

10.17. Reporting

The Department of Food and Nutrition Services requires reports for each school as well as the school district. The awarded Distributor must provide the reports listed below for all items on the RFP to the LCSD Director of Food and Nutrition Services. These reports must be submitted no later than the 10th of the month following the reporting calendar month.

- A. Cost Management Report: The Distributor must provide the LCSD Department of Food and Nutrition Services with a comprehensive cost comparison report every six (6) months. This report shall include by

item, the current cost, projected cost for the next sixty days, as well as the usage for the previous six-month period. If the pack size, portion, size, or brand has changed it must be noted next to each item.

B. Price Management Report: The Distributor must provide a price list for each contract period which lists: the Distributor's product number and total product price to LCSD to include the distribution charge. This report must be supplied, and product price(s) approved before any product can be ordered or purchased on LCSD's behalf.

C. Utilization Reports: Monthly, the Distributor shall provide separate monthly and year-to-date utilization reports by items in terms of units and dollars for the current year and previous years as requested. LCSD may require reports for each school as well as for the school district. These reports shall be prepared so that it can be sorted by manufacturer item number, distributor item number, alphabetical by items, or in descending order of dollars spent for the previous twelve months. These reports must be supplied to the LCSD Department of Food and Nutrition Services, electronically, in the form of an excel spreadsheet. In addition, a separate report may be requested for the purpose of rebates. In this case, the Distributor item, manufacturer item and usage by month need to be included.

D. Inventory Draw Down Report: Reports indicating excessive product quantities on hand at the Distributor on any items that the LCSD Department of Food and Nutrition Services uses but are not normally stocked shall be required. This report shall indicate receipts and drawdowns to arrive at projected ending quantities. Reports shall be submitted by the Distributor at monthly intervals. The drawdown must be completed in not less than thirty (30) days after the close of the month.

10.18. Audits

LCSD staff, or their appointed representatives, may audit the Distributor's records every six (6) months relating to any transaction conducted under the provision of this contract. Audits of a Distributor's cost records may be conducted as follows:

A. Items must be supported by 3rd party invoices or manufacturer's price quotes at any time that reviews indicate that a problem might exist.

B. The awarded Distributor shall provide the following acceptable documentation: manufacturer's price quotes, packer's invoice, freight bills, inventory records, market bulletins, bill backs, back haul credits.

C. In addition to auditing the manufacturer's price quotes, invoices prices and extensions against current price lists, LCSD may also audit third party market bulletins for price petitions. Cost figures may be audited on a full or sample basis, at contract startup, quarterly, or without notice to the Distributor. Audits may be conducted by mail or by personal visits to the Distributor's facility. LCSD reserves the right to audit original documents.

10.19. Invoice/Delivery Ticket Requirements

At the time of delivery, the Distributor will leave an invoice with the school site Food and Nutrition Services manager or their designee. Digital images of each signed invoice must be accessible electronically to the Department of Food and Nutrition Services designee on a weekly basis for the prior week's deliveries. Electronic statements must also be accessible electronically to the Department of Food and Nutrition Services designee each week.

A. All invoices submitted by the Distributor shall contain the Department of Food and Nutrition Services item numbers for each line item ordered. The Distributor item number shall be the predominant number for each line item on the invoice.

B. All invoices must be separated by each individual school with a separate account number for each school. Invoices shall be accessible to the Department of Food and Nutrition Services electronically.

C. All invoices must include the appropriate Purchase Order number.

D. Separate invoices must be provided for each school for Food and Non-Food items.

E. Rounding of an individual line item may be extended to four digits. However, the case cost and total cost must be rounded to two digits. The cost to LCSD shall be calculated as below. The result of the calculation should appear on the invoice. Product cost, plus the fee for service per case rounded to the nearest cent, which will be the invoice/delivered cost.

Example #1: Rounding down

Product Cost: \$4.184 per case plus \$1.25 Fixed Delivery Fee per Case = \$5.43/case

Example #2: Rounding up

Product Cost: \$4.186 per case plus \$1.25 Fixed Delivery Fee per Case = \$5.44/case

F. LCSD will make payment within thirty (30) days of receipt and approval of the invoice or as per contract.

G. Invoices/delivery tickets for unapproved products sold without prior approval from the LCSD Department of Food and Nutrition Services shall not be paid.

H. Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the school site Food and Nutrition Services Manager, or designee and the delivery person will initial the changes. The school site Food and Nutrition Services Manager or designee will adjust the invoice/delivery ticket by subtracting the quantity of the rejected product from the total quantity. For product(s) found to be defective after the delivery, the awarded Distributor will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket number and be issued within five (5) business days of such request. Credit memos shall be accessible to the LCSD Department of Food and Nutrition Services electronically.

I. The awarded Distributor shall agree to accept, for full credit, the return of any item received which is found by the school site Food Service Manager or designee to be defective in quality or defective in packaging to render the item unusable for its intended purpose.

10.20. Buy American Provision

Schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States are required to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantially" means that over 51 percent of the final processed product consists of

agricultural commodities that were grown domestically.

The Distributor must inform the LCSD Department of Food & Nutrition Services of any products requested/specified that cannot be produced/processed in the United States. Written prior approval by the LCSD Department of Food & Nutrition Services is required for the purchase or substitution with any foreign item. The Distributor will be responsible for all costs of any unauthorized foreign products substituted or delivered to any school and LCSD will not pay for any such items.

10.21. Foreign Products

Distributor shall provide bids for items and/or products solely grown, produced, and processed in the United States or its territories, unless a domestic supply is not available. Distributor must comply with conditions stated in the United States Code of Federal Regulations (CFR), Title 7, Part 210.21(D).

- If product is not available as produced in the U.S.A., the foreign product(s) shall be submitted as an alternate and shall specify country of origin.
- All foreign products must be inspected for wholesomeness as well as grades, and origin of product must be noted on grade certificates.
- All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or through the USDA by the Commodity Scientific Support Division (CSSD). If any pesticide residue is more than USDA or FDA recommendation, the product shall not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

10.22. Civil Rights

Distributor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

10.23. Contract Work Hours and Safety Standards Act

For all contracts in excess of \$100,000 for the employment of mechanics or laborers, Distributor(s) shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Distributor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. This section does not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

10.24. Recovered Materials

The awarded Distributor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include providing only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

10.25. Byrd Anti-Lobbying

Distributors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.26. Clean Air Act

Distributors awarded contracts in excess of \$150,000 shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404- 97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

10.27. No Gratuity Policy

By submission of a proposal, the contractor certifies that no employee of LCSD has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

10.28. Minority Owned Business Enterprise

LCSD encourages minority participation. LCSD and proposers agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible. Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists; Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources; When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation; Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses; Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

10.29. Proposal Pricing

Pricing. Prices quoted on the Price Schedule (Exhibit B & C) shall include all shipping costs, shipping

F.O.B Destination and to the location specified by LCSD.

A. **Line-Item Pricing:** Proposer is required to provide pricing for all line items listed on the Price Schedule that shall remain firm for ninety (90) days from the effective date of this contract. Line-Item Pricing is the cost incurred by the Distributor and charged to LCSD and shall include all net off discounts, rebates, and other applicable credits including, but not limited to, price reductions due to product promotions, volume in procurement, on-line ordering or other manufacturer discounts which results in lowering the price of the items. Following day ninety (90) and every sixty (60) days thereafter, line-item pricing will be reviewed and may increase or decrease based on verifiable and documented market changes.

Proposers offering alternate (equivalent) products to the product listed on the Price Schedule will complete columns B through M on the Alternative Line-Item Pricing tab and include the nutritional label for the alternate product

B. **Fixed Delivery Fee per case:** Proposer is required to submit a Fixed Delivery Fee and shall include all handling charges, transportation delivery costs, overhead and profit. The Fixed Delivery Fee must be quoted per case and shall remain firm for the initial three (3) year contract period. LCSD will keep broken cases to a minimum. In the event a broken case is requested, the fee shall be prorated based on the number of units ordered from a full case. The Fixed Delivery Fee shall be submitted in dollars and cents, and NOT as a %.

The Fixed Delivery Fee per case applies to all items listed on the Price Schedule, their approved substitutes, and approved additions.

Fixed Fee Increase. The Fixed Delivery Fee per case and Fixed Storage Fee per case will be fixed for the initial three (3) year contract period. LCSD may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is by circumstances that satisfy all of the following:

1. The volatility is due to causes wholly beyond the awarded Distributor's control.
2. The volatility affects the marketplace or industry, not just the particular awarded Distributor's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the awarded Distributor that continued performance of the contract would result in substantial loss.
5. Note: Any adjustment would require irrefutable evidence and written approval by the LCSD Director of Food and Nutrition Services for amendment to the contract.

Cost Reductions. LCSD encourages the awarded Distributor to offer any reduction in fees throughout the term of the contract, including the initial sixty (60) days for the line items, and initial three (3) year contract period for the Fixed Delivery Fee per case and the Fixed Storage Fee per case resulting from market conditions or any other factors.

Fuel Surcharges and Fuel Credits. Exhibit E establishes a Base Range for all Fuel Surcharges. Proposers may propose Fuel Credits should the Average EIA Value go below the Base Range.

11. PREPARATION OF SUBMITTALS

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive.

11.1. Submittal Preparation

Respondents interested in being considered for these services shall submit:

- One (1) hardcopy response marked "Original"
- Five (5) hardcopies containing exact copies of original documents
- One (1) complete electronic copy of "Original" in PDF format on USB drive

LCSD emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content. The Respondent must use prepare its submittal based on the order and tabs as listed below (Submittal and Organization).

If a Respondents submittal deviates from these instructions, such proposal may, in LCSD sole discretion, be rejected.

11.2. Submittal Delivery

Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the Respondent Name, Solicitation Name, Solicitation Number and Due Date. Respondents are encouraged to utilize the template as provided below.

Delivery of a package to any location other than the Levy County Schools Purchasing Department does not constitute official receipt. Any package delivered after the advertised deadline will not be considered.

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal only to the Levy County Schools Purchasing Department address as identified.

All submittal documents and electronic media must be in a sealed package, boldly and clearly marked as follows:

DO NOT OPEN - SEALED SUBMITTAL - DO NOT OPEN

Respondent Name: _____

RFP Number : 25-01 Food and Grocery Distribution Services

RFP Title: Food and Grocery Distribution Services

Submittals Due: Wednesday, March 26, 2025 at 2:00 pm

Attn: Purchasing Department

Levy County School District

480 Marshburn Drive

Bronson, FL 32621

11.3. Submittal and Organization

Submittals must provide the required information in the following order and format as listed below. Failure to provide the required information may affect the evaluation of the submittal and shall be grounds for disqualification.

Table of Contents

Table of Contents is required to properly organize your proposal and to be used for a quick reference of sections of the submittal for the Selection Committee to review.

Tab 1 – Qualifications and Experience of Firm (Possible Points 25):

- 1) Submit a brief executive summary (abstract) stating proposer's understanding of the nature of the Services to be provided and the capability to comply with all terms and conditions of the RFP
- 2) Provide a general overview and brief history of your organization.
- 3) Provide a listing of firm's corporate address, along with address of distribution facility/facilities, and warehouse(s) that will service this contract.
- 4) List storage capacity of facility/facilities, and warehouse(s) that will service this contract (current and projected) for dry, frozen, and refrigerated food items.
- 5) Provide the name, title, address, phone number and email address of the Dedicated Contract Administrator that will be assigned to this account. This will be the individual that is in direct communication with LCSD.
- 6) References: A minimum of three references are to be received by LCSD via email no later than March 26, 2025 @ 2:00 PM EST, from Respondent Firm's clients. If the RFP proposal due date is extended, then a minimum of three references are to be received by LCSD via email no later than the extended due date. Respondent Firm's clients shall email the completed Reference Form (see Required Documents) to purchasing@levyk12.org, and references shall be received from the client's email address. Failure to

provide references as stated herein may result in proposal being deemed non-responsive. References from the Levy County Public Schools shall not be considered.

Tab 2 – Firm's Approach and Methodology (Possible Points 35):

- 1) This section should include the Respondent's response to Section 10 Scope of Work, in detail. Describe any unique approaches or methodologies used by Respondent and describe the outcomes noted from similar projects. The Respondent must respond to all requirements in the order listed in Section 8 of this RFP using the same numbering system. The inability or denial expressed in this proposal or omission in the submittal to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by the Selection Committee.
- 2) This RFP requires deliveries to be provided within the designated hours noted in the RFP and shall avoid disruption on the campus of each school. Provide a sample distribution plan/delivery schedule which meets these requirements. If not already provided, list the estimated number of trucks that will service this account, and the estimated number of stops per day each truck will make on a delivery day.
- 3) Over the last twelve months, the marketplace has been affected by extreme and unforeseen circumstances. Describe any difficulties your firm has experienced in this time frame as a result, and how your firm has addressed these challenges. If any contracts have been terminated, state the reason for termination.
- 4) The firm will maintain sanitary conditions and otherwise meet Florida Department of Health standards and Levy County Health Department regulations. The proposer shall provide specific examples of temperature measuring and recording devices used by the firm, in each area where food will be stored.
- 5) Provide a copy of the two (2) most recent Health Inspection Reports for identified facility/facilities and warehouse(s) that will service this contract.
- 6) The Respondent shall provide documentation of cleanliness and sanitation program for storage areas, equipment, staging and loading areas, including HACCP program and procedures.

Tab 3 – Proposal Pricing (Possible Points 40):

Exhibits B & C, Price Schedules (in Microsoft Excel format) must be completed in the issued format and layout. Failure to enter complete and accurate information for all items listed on the Price Schedules may result in disqualification of the proposal. The submittal must include the Price Schedules on a USB drive in Microsoft Excel Format. Exhibit D - Price Schedule and Certification must be completed and signed.

- 1) Respondent is required to submit Line-Item Pricing for all line items listed on Exhibits B & C Price Schedules that shall remain firm for ninety (90) days from the effective date of this contract. Line Item Pricing is the cost incurred by the Distributor and charged to LCSD and shall include all net off discounts, rebates and other applicable credits including, but not limited to, price reductions due to product promotions, volume in procurement, online ordering or other manufacturer discounts which results in lowering the price of the items. Every sixty (60) days line-item pricing will be reviewed and may increase or decrease based on verifiable and documented market changes. Line-Item Pricing does not include the Fixed Delivery Fee per Case.

A tab for Alternative Line-Item Pricing is included on each Price Schedule in the Microsoft Excel format.

2) Respondent is required to submit a Fixed Delivery Fee and shall include all handling charges, transportation delivery costs, overhead and profit. The Fixed Delivery Fee must be quoted per case and shall remain firm for the initial three (3) year contract period. LCSD will keep broken cases to a minimum. In the event a broken case is requested, the fee shall be prorated based on the number of units ordered from a full case. The Fixed Delivery Fee shall be submitted in dollars and cents, and NOT as a %.

3) Respondent must complete and submit Exhibit E - Fuel Surcharge. Exhibit E establishes a Base Range for all Fuel Surcharges. Respondent may propose Fuel Credits should the Average EIA Value go below the Base Range.

Tab 4 – Safety Data Sheets

A Safety Data Sheet must be submitted in Tab 4 for all hazardous materials and chemicals. Failure to submit the required Safety Data Sheet(s) may be cause for rejection of the bid submittal.

Tab 5 – Required Documents

All required documents identified in Section 13 shall be fully executed and submitted in this tab.

Tab 6 – Additional Information

Any additional information or data which Respondent deems essential to the proposal should be included. If there is no additional information to present, state in this section: "There is no additional information that Respondent wishes to present."

12. EVALUATION OF SUBMITTALS

Submittals will be reviewed and evaluated by the Selection Committee as described herein.

12.1. Evaluation of Submittals

Submittals which meet the minimum eligibility requirements will be reviewed and evaluated by a Selection Committee ("Committee") consisting of LCSD personnel. No attempt should be made by the Respondents to contact or influence a committee member directly or indirectly.

12.2. Selection Committee

The Committee will convene, review, evaluate and rank all valid written submittals based on the evaluation criteria. Only submittals that meet the requirements contained in this RFP will be evaluated.

The Committee reserves the right to interview any, all or none of the proposers that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on or behalf of the Contract before recommendation of award.

The Committee may consult with other LCSD staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the submittals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.

12.3. Evaluation Process

LCSD will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise. However, it is anticipated that the review/evaluation process will be completed in a timely manner per the schedule provided. The Purchasing Representative will participate in an advisory capacity only.

12.4. Right to Negotiate

LCSD reserves the right to negotiate price and contract terms and conditions with the most qualified Respondent(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked Respondent is not reached, the School Board reserves the right to enter into contract negotiations with the next highest ranked Respondent and continue this process until an agreement is reached. Respondents are cautioned to provide their best offer initially.

12.5. Award and Contract

Awards shall be made to the most responsive and responsible Respondents whose submittals are determined, in writing, to be the most advantageous, bringing "best value" to meet the criteria of LCSD. Following the selection and upon final negotiation of the contract terms and conditions with the recommended Respondents, recommendation for contract awards, as required, will be submitted to the Superintendent. The Superintendent will recommend to the School Board the awards or rejection of any and/or all submittal(s).

13. REQUIRED DOCUMENTS

- 13.1. Bidder Acknowledgment
- 13.2. Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Lowered Tier Covered Transaction, AD-1048, with Instructions
- 13.3. Conflict of Interest Disclosure
- 13.4. E-Verify Requirements
- 13.5. Edgar Certifications
- 13.6. Certification Regarding Lobbying with Instructions
- 13.7. Drug-Free Workplace Certification
- 13.8. Respondent's Statement of Qualification
- 13.9. Contractor's Statement of Principal Place of Business
- 13.10. Sworn Statement Pursuant to Section 287.133(3), Florida Statutes Public Entity Crime
- 13.11. Sworn Statement Pursuant to Section 1012.465, Florida Statutes; The Jessica Lundsford Act
- 13.12. Vendor Information
- 13.13. Vendor Reference Forms (3)
- 13.14. W-9

Levy County School District

RFP# 25-01, Food and Grocery Distribution Services

EXHIBITS TO FOLLOW:

A - Exhibit A - School Locations

B - Exhibit B - Price Schedule (FOOD ITEMS)

C - Exhibit C - Price Schedule (NON-FOOD ITEMS)

D - Exhibit D - Price Schedule and Certification

E – Exhibit E – Fuel Surcharge



SCHOOL BOARD OF LEVY COUNTY

EXHIBIT A – SCHOOL DELIVERY LOCATIONS

	<u>School</u>	<u>Address</u>
Elementary Schools	Bronson Elementary	400 Ishie Avenue, Bronson, FL 32621
	Chiefland Elementary	1205 NW 4th Avenue, Chiefland, FL 32626
	Joyce Bullock Elementary	130 SW 3rd Street, Williston, FL 32696
	Williston Elementary	801 South Main Street, Williston, FL 32696
Middle / High Schools	Bronson Middle High	351 Ishie Avenue, Bronson, FL 32621
	Chiefland Middle High	808 North Main Street, Chiefland, FL 32626
	Williston Middle High	350 SW 12th Avenue, Williston, FL, 32696
Combination Schools	Cedar Key School	950 Whiddon Avenue, Cedar Key, FL 32625
	Yankeetown School	4500 Highway 40 West, Yankeetown, FL 34498

CONTRACTOR NAME			AUTHORIZED REPRESENTATIVE				
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
APPLESAUCE CINNAMON UNSWEETENED	PETERSON FARMS (FRUIT)	ASA10013	682	96/4.5OZ	1 ea	96	\$ -
BACON LAYFLAT 14/18	TYSON	01068	356	2/10 LB	2 slice	140	\$ -
BAGEL CINNAMON MINI	PILLSBURY BAKERIES	18000-38399	394	72/2.43OZ	1 ea	72	\$ -
BAGEL STRAWBERRY MINI	PILLSBURY BAKERIES	18000-38413	394	72/2.43OZ	1 ea	72	\$ -
BAGEL, WHOLE GRAIN WHITE,SLICED,IW	BAKECRAFTERS	982	156	84/2OZ	1 ea	84	\$ -
BEAN BAKED	BUSH BROTHERS	01619	180	6/#10	1/2 cup	144	\$ -
BEAN GREEN CUT FANCY	LAKESIDE FOODS	74865-62811	34	6/#10	1/2 cup	144	\$ -
BEEF PATTY CHARBROILED FULLY COOKED	ADVANCE-PIERRE	10000096170	712	100/3 OZ	1ea	180	\$ -
BREAD FLAT WHOLE GRAIN	RICH'S FOODS	14010	14	192/2OZ	1ea	192	\$ -
BREAKFAST BAR CINNAMON TOAST CRUNCH	GENERAL MILLS	45576000	212	96/1.42OZ	1ea	96	\$ -
BUN HAMBURGER WHOLE WHEAT SLICED 3.75IN 2oz	BAKECRAFTERS	453	1100	120/2 oz	1 ea	120	\$ -
BUN HONEY WHOLE WHEAT	SUPER BAKERY	6060	354	80/2.75OZ	1ea	80	\$ -
CEREAL CHERIOS FRUITU GLUTEN FREE BOWL PACK	GENERAL MILLS	31916000	128	96/1.125Z	1ea	96	\$ -
CEREAL CHERIOS GLUTEN FREE BOWL PACK	GENERAL MILLS	32262000	100	96/1 OZ	1ea	96	\$ -
CEREAL CHERIOS HONEYNUT GLUTEN FREE	GENERAL MILLS	11918000	280	96/1 OZ	1ea	96	\$ -
CEREAL CINNAMON CHEX GLUTEN FREE	GENERAL MILLS	38387000	86	96/1 OZ	1ea	96	\$ -
CEREAL CINNAMON TOAST CRUNCH BOWL PACK	GENERAL MILLS	11815000	322	96/1 OZ	1ea	96	\$ -
CEREAL CINNAMON TOAST CRUNCH REDUCED SUGAR BOWL PACK	GENERAL MILLS	16000-29444	102	96/1 OZ	1ea	96	\$ -
CEREAL CORN FLAKES FROSTED BOWL PACK	GENERAL MILLS	11768000	150	96/1 OZ	1ea	96	\$ -
CEREAL GOLDEN GRAHAM BOWL PACK	GENERAL MILLS	11943000	110	96/1 OZ	1ea	96	\$ -
CEREAL LUCKY CHARM GLUTEN FREE BOWL PACK	GENERAL MILLS	16000-31917	376	96/1 OZ	1ea	96	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
CHEESE AMERICAN SLICED REDUCED CALORIE	LAND O LAKES	46253000034500	312	6/5 LB	2 slice	480	\$ -
CHEESE CHEDDAR SHREDDED FANCY	GREAT LAKES CHS	13045	106	4/5 LB	1/4 cup	320	\$ -
CHEESE CREAM CUP LITE	PHILADELPHIA CREAM CHEESE	10021000610959	54	100/1 OZ	1ea	100	\$ -
CHEESE GOLDEN QUESO W/ HATCH CHILIS	JTM	5738	144	30#	1.98 oz	242	\$ -
CHEESE PARMESEAN GRATED DRY PACKETS	ARREZZIO IMPERIAL	ARG8142	36	200/3.5GM	1 ea	200	\$ -
CHEESE STRING LIGHT MOZZ	LAND O LAKES	59703	215	168/1 OZ	1 OZ	168	\$ -
CHEESE STRING MILD CHEDDAR	LAND O LAKES	44879	215	168/1 OZ	1 OZ	168	\$ -
CHEESE STRING COLBY-JACK	LAND O LAKES	44877	215	168/1 OZ	1 OZ	168	\$ -
CHICKEN BONELESS	RICH CHICKS	23415	1000	4/5LB	4 ea	78	\$ -
CHICKEN CHERRY BLOSSOM SAUCE	ASIAN FOOD SOLUTIONS	92005	300	2.15lb/16 bags	3oz	176	\$ -
CHICKEN GENERAL TSOS SAUCE	ASIAN FOOD SOLUTIONS	92003	200	2.15lb/16 bags	3oz	176	\$ -
CHICKEN MEATBALL ITALIAN	RICH CHICKS	91401	100	4/5LB	5 ea	123	\$ -
CHICKEN MEATBALL JALAPENO MANGO	RICH CHICKS	91402	100	4/5LB	5 ea	123	\$ -
CHICKEN NUGGETS	RICH CHICKS	54410	400	4/5LB	5 ea	107	\$ -
CHICKEN PATTY WHITE AND DARK, REGULAR	RICH CHICKS (CHICKNPATTY)	54463	704	4/5 LB	3 oz	107	\$ -
CHICKEN PATTY WHITE AND DARK, SLIDER	RICH CHICKS	54411	270	4/7.5lb	1.5 oz	214	\$ -
CHICKEN PATTY WHITE AND DARK, SPICY	RICH CHICKS (CHICKNPATTY)	54464	76	4/5 LB	3 oz	107	\$ -
CHICKEN POPCORN, WHITE AND DARK	RICH CHICKS	54409	3000	4/5 LB	3 oz	107	\$ -
CHICKEN TANGERINE W/SAUCE	ASIAN FOOD SOLUTIONS	72001	300	6/7.15LB	3.9 oz	176	\$ -
CHIP TORTILLA COOL RANCH REDUCED FAT	DORITOS (FRITO LAY)	36096	198	72/1 OZ	1ea	72	\$ -
CHIP TORTILLA FLAMAS REDUCED FAT	DORITOS (FRITO LAY)	62829	198	72/1 OZ	1ea	72	\$ -
CHIP TORTILLA NACHO REDUCED FAT	DORITOS (FRITO LAY)	31748	196	72/1 OZ	1ea	72	\$ -
CHIP TORTILLA NACHO REDUCED FAT, WHOLE GRAIN	DORITOS (FRITO LAY)	67609	122	72/1 OZ	1ea	72	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
CHIP TORTILLA ROUND YELLOW	SNACK KING	261194	392	60/2 OZ	1ea	60	\$ -
CHIP TORTILLA SCOOPS BAKED	TOSTITOS	42537	1000	72/.875OZ	1ea	72	\$ -
COOKIE FORTUNE WRAPPED	WONTON FOOD INCOR	7E+13	36	1/5.75LB	1ea	350	\$ -
COOKIE SNACK EDUCATIONAL	DICK AND JANE'S EDUCATIONAL SNACKS	ES1003	200	120/1 oz	1 ea	120	\$ -
CORN WHOLE KERNEL GRADE A FROZEN	SENECA	74865-63319	230	12/2.5 LB	1/2 cup	160	\$ -
CRACKER GOLDFISH WHOLE GRAIN	PEPPRIDGE FARMS	200140018105	38	300/.75 OZ	1ea	300	\$ -
CRANBERRY DRIED STRAWBERRY CRAISIN	OCEAN SPRAY	23445	62	200/1.16OZ	1ea	200	\$ -
CREAMER COFFEE FRENCH VANILLA NON DAIRY	CITAVO CLASSIC	1012080	40	288/13 ML	1ea	288	\$ -
CREAMER COFFEE PLAIN NON DAIRY	CITAVO CLASSIC	1012079	54	384/9 ML	1ea	384	\$ -
CROISSANT SLICED WHOLE WHEAT	HADLEY FARMS	139	486	144/2.2 OZ	1ea	144	\$ -
DOUGH COOKIE CHOCOLATE CHIP , REDUCED FAT, WHOLE GRAIN	READIBAKE	04911	324	384/1 OZ	1oz	384	\$ -
DOUGH COOKIE SUGAR REDUCED FAT, WHOLE GRAIN	READIBAKE	04915	108	384/1 OZ	1oz	384	\$ -
DOUGH ROLL WHITE WHOLE WHEAT	BRIDGEFORD FOODS	6737	278	180/2 OZ	1 ea	180	\$ -
DRESSING BALSAMIC WITH OLIVE OIL	KEN'S	KE0636A5	75	100/1.5 OZ	1 ea	100	\$ -
DRESSING CAESAR LITE	KEN'S	KE0808A7	100	100/.75 OZ	1ea	100	\$ -
DRESSING HONEY MUSTARD	KEN'S	KE0634A1	124	100/1 OZ	1ea	100	\$ -
DRESSING ITALIAN LOW-CALORIE	KEN'S	KE0801A5	144	100/1.5 OZ	1ea	100	\$ -
DRESSING RANCH DIP CUP	VENTURA FOODS LLC	23093	1000	96/1.5 oz	1 ea	96	\$ -
DRESSING RANCH LITE	KEN'S	KE0708A1	1308	100/1 OZ	1ea	100	\$ -
DUMPLING CHICKEN&VEGETABLE WHOLE WHEAT	CHEF ONE	60585	198	384/.08 OZ	3 ea	116	\$ -
EGG HARDBOILED WHOLE PEELED PILLOW PACK	SUNNY FRESH	50038	250	8/18 CT	1 ea	144	\$ -
EGGS LIQUID SCRAMBLE	SUNNY FRESH	10085	40	6/5LB	1 oz	270	\$ -
FROZEN YOGURT CHOCOLATE	ANNIES	45320	1 Pallet	48 cs. / pallet	4oz.	144/cs.	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY 3 Pallets	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
FROZEN YOGURT VANILLA	ANNIES	45321		48 cs. / pallet	4oz.	144/cs.	\$ -
GRANOLA, ORIGINAL (BULK)	FIELDSTONE	09799	40	4/50 OZ	1/2 cup	100	\$ -
GRILLED BREAD	BREAD KNEADS	001126	250	6/28CT	1 slice	168	\$ -
HAWAIIAN ROLL	BREAD KNEADS	002138	200	24/12CT	1 each	288	\$ -
HOAGIE 6"	BREAD KNEADS	002131/001131	200	9/12CT	1 each	108	\$ -
JELLY GRAPE CUP	JM SMUCKER	5150000764	26	200/1.5 OZ	1ea	200	\$ -
JUICE CUP SLUSHIE KIWI-STRAWBERRY	SIDEKICKS	2014	1414	84/4.4 OZ	1ea	84	\$ -
KETCHUP PACKET FANCY	HEINZ	10013000984802	672	1000/9 GM	1ea	1000	\$ -
MAYONNAISE PACKET LITE	KRAFT	10021000665331	128	500/12 GM	1ea	500	\$ -
MILK SOY VANILLA, INDIVIDUAL PORTIONS	SILK (SOY MILK/SMOOTHIES)	136466	116	18/8 OZ	8oz	18	\$ -
MIX SEASONING CHILI	LAWRY'S (DRY)	2150080526	22	6/5.7 OZ			\$ -
MUSTARD YELLOW PACKETS	KRAFT	47036	50	1000/5.5 GM	1ea	1000	\$ -
ORANGE MANDARIN SECTION JUICE CUP	DOLE	04208	120	36/4 OZ	1ea	36	\$ -
ORANGE MANDARIN SECTIONS LOW SUGAR	DOLE	04218	140	6/#10	1/2 cup	144	\$ -
PANCAKE CONFETTI	EGGO WAFFLES	3800018574	256	72/3.03OZ	1ea	72	\$ -
PANCAKE MAPLE MINIS	EGGO WAFFLES	3800092562	124	72/3.03OZ	1ea	72	\$ -
PASTA PENNE RIGATE	BARILLA ITALIAN PASTA	1000440072	408	2/10 LB	2 oz	160	\$ -
PASTA SPAGHETTI	BARILLA ITALIAN PASTA	1000354005	172	2/10 LB	2 oz	160	\$ -
PICKLE CHIP DILL SLICE 1/8	BLOCK & BARREL CLASSIC	401700	88	4/1 GAL	4 slice	153	\$ -
PIZZA BUFFALO CHICKEN	BIG DADDY'S PIZZA (SCHWAN)	78639	1500	9/16 INCH	1 slice	72	\$ -
PIZZA CHEESE 16" CN LABELED	BIG DADDY'S PIZZA (SCHWAN)	78637	2430	9/16INCH	1 slice	72	\$ -
PIZZA TURKEY PEPPERONE WHOLE GRAIN 16"	BIG DADDY'S PIZZA (SCHWAN)	78638	2322	9/16 INCH	1 slice	72	\$ -
POP TART CINNAMON WHOLE GRAIN 2CT	KELLOGG'S	038000551253	330	72/CS	966 (1 POUCH)	72	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
POP TART FROSTED STRWBRY WHOLE GRAIN 2CT	KELLOGG'S	038000551338	330	72/CS	96G (1 POUCH)	72	\$ -
POTATO FRY SMILE	MCCAIN	OIF03456	264	6/4 LB	4 ea	128	\$ -
POTATO MASHED	MCCAIN	1000002870	1000	6/4#	5oz	128	\$ -
POTATO WEDGE SEASONED 8CT	MCCAIN	1000000496	2518	6/5 LB	3 oz	160	\$ -
PRETZEL SOFT WHOLE GRAIN 51%	J&J SNACK	1000000496	190	100/2.2OZ	1ea	100	\$ -
RAISIN DRIED WATERMELON	AMAZING RAISINS	AA20A0A3E060	34	250/1.03 OZ	1 ea	250	\$ -
RICE BROWN WHOLEGRAIN	UNCLE BENS	42366	300	1/25 LB	1/2 cup	120	\$ -
SALAD FRUIT TROPICAL IN JUICE	DOLE	09060	204	6/#10	1/2 cup	144	\$ -
SANDWICH CHEESE GRILLED WHOLE GRAIN REDUCED FAT IW	HOT OFF THE GRILL	108000	232	72/4.19OZ	1ea	72	\$ -
SANDWICH PEANUT BUTTER & STRAWBERRY JELLY WHEAT	JM SMUCKER	5150006961	800	72/2.6OZ	1ea	72	\$ -
SAUCE ALFREDO	JTM	5722	130	30#	1.83 oz	262	\$ -
SAUCE BBQ CUP	HEINZ	10013000714607	428	100/1 OZ	1ea	100	\$ -
SAUCE BBQ HICKORY SOUTHERN SMOKE	KEN'S	KE0849	18	4/1 GAL	2 tbsp	512	\$ -
SAUCE BBQ KOREAN	SWEET BABY RAY'S	SJ3189HA	40	4/64OZ	1 tbsp	256	\$ -
SAUCE BOOM BOOM	KEN'S	KE1936A1	300	100/1OZ	1 ea	100	\$ -
SAUCE CHEDDAR CHEESE	JTM	5734	270	30#	1.82 oz	263	\$ -
SAUCE GENERAL TSO	NIPPON SHOKKEN	00550	40	6/4.8LB	1 TBSP	121	\$ -
SAUCE HOT SRIRACHA	RED GOLD	HW7G	300	500/7 GM	1 ea	500	\$ -
SAUCE MANGO HABANERO	NIPPON SHOKKEN	00546	20	6/4.9LB	1 TBSP	117	\$ -
SAUCE MARINARA CUP	RED GOLD	NA2Z	100	84/2.5OZ	1 ea	84	\$ -
SAUCE ORANGE LOW SODIUM	NIPPON SHOKKEN	00294	40	6/4.8LB	1 TBSP	121	\$ -
SAUCE SALSA CUP	RED GOLD	SC2Z	100	84/3OZ	1 ea	84	\$ -
SAUCE SOY LIGHT	KIKKOMAN	00130	50	6/.5 GAL	1 tbsp	126	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
SAUCE SPAGHETTI NO ADDED SUGAR	HEINZ	10013000010457	296	6/10#	1/2 cup	144	\$ -
SAUCE SWEET & SOUR	KEN'S	KE0740A1	125	100/10Z	1 ea	100	\$ -
SAUCE SWEET CHILI	NIPPON SHOKKEN	00643	40	6/4.9LB	1 Tbsp	121	\$ -
SAUCE TACO PACKET	HEINZ	12000532400	200	200/9 GM	1 ea	200	\$ -
SAUCE TARTAR CUP	KEN'S	KE0887A7	12	100.75 OZ	1 ea	100	\$ -
SAUCE TERIYAKI	NIPPON SHOKKEN	00003	40	6/4.9LB	1 Tbsp	124	\$ -
SNACK BAR RICE KRISP CHOCOLATE CHIP WHOLE GRAIN	KELLOGG'S	3800014567	122	80/1.59OZ	1ea	80	\$ -
SNACK BAR RICE KRISPIES WHOLE GRAIN	KELLOGG'S	3800011052	226	80/1.41OZ	1ea	80	\$ -
SNACK CHEESE FANTASTIXS CHILI	CHEETOS	36098	44	104/1 OZ	1ea	104	\$ -
SNACK CHEESE FLAMIN HOT BAKED WHOLE GRAIN	CHEETOS	62984	188	104/ .875OZ	1ea	104	\$ -
SNACK FRUIT SCOOPY-DOO SHAPE	GENERAL MILLS	16000-11510	254	96/0.9 OZ	1ea	96	\$ -
SNACK ONION OVEN BAKED WHOLE GRAIN RICH	FUNYUNS	00028400666893	82	104/.75OZ	1ea	104	\$ -
SOUR CREAM PURE GRADE A PACKET	DAISY	IDP100	500	100/1 OZ	1 ea	100	\$ -
SPARKLING JUICE FRUIT PUNCH	ENVY	2015	1000	24 cans / cs.	1 can/8oz.	24 ea.	\$ -
SPARKLING JUICE FUJI APPLE	ENVY	2008	1000	24 cans / cs.	1 can/8oz.	24 ea.	\$ -
SPARKLING JUICE FUJI APPLE	ENVY	2039	1000	24 cans / cs.	1 can/8oz.	24 ea.	\$ -
SPARKLING JUICE STRAWBERRY KIWI	ENVY	2022	1000	24 cans / cs.	1 can/8oz.	24 ea.	\$ -
SYRUP SUGAR-FREE	JM SMUCKER	5150002277	300	100/1.1OZ	1ea	100	\$ -
TOAST FRENCH STICK WHOLE GRAIN	FARM RICH	37720	324	12/2LB	3 ea	100	\$ -
TORTILLA WHOLE WHEAT 10"	EL MIRASOL	L1345	138	12/10CT	1 ea	120	\$ -
TURKEY BREAST SLICED OVEN ROASTED FROZEN	JENNIE-O	209903	280	12/1 LB	6 slices	64	\$ -
TURKEY BRST DICED COOKED .5 INCH	JENNIE-O	119376	74	2/5 LB	1.96 oz	81	\$ -
TURKEY HAM DICED	JENNIE-O	119371	34	2/5LB	1.5 oz	105	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
TURKEY HAM SLICED UNCURED FROZEN	JENNIE-O	256821	170	6/2LB	4 slices	65	\$ -
VEGETABLE BLEND FAJITA PEPPER&ONION	SIMPLOT ROASTWORKS	10071179677796	72	6/2.5 LB	1/2 cup	78	\$ -
WAFFLE MINI CINNAMON	EGGO WAFFLES	3800092313	482	72/2.65OZ	1ea	72	\$ -
WAFFLE MINI WHOLE GRAIN MAPLE BULK	BAKE CRAFTERS	1584	132	280/0.70OZ	2 ea	140	\$ -
YOGURT RASPBERRY NONFAT	UPSTATE FARMS	9817	306	48/4 OZ	4oz	48	\$ -
YOGURT STRAWBERRY NONFAT	UPSTATE FARMS	9815	566	48/4 OZ	4oz	48	\$ -
YOGURT VANILLA NONFAT	UPSTATE FARMS	9886	196	4/5 LB	3/4 cup	52	\$ -

CONTRACTOR NAME				AUTHORIZED REPRESENTATIVE			
COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
BAG PAPER 6#	EARTH PLUS	17807	214	1/500 CT	1 ea	500	\$ -
CONTAINER FOAM HINGED 3 COMPARTMENT	PACTIV	YTD199S30000	424	150/9X9X3	1 ea	150	\$ -
CONTAINER FOAM RND 6OZ SQT WHT	PACTIV	YFE6F	90	20/50CT	1 ea	1000	\$ -
CONTAINER FOAM RND WHT SQT 8OZ	DART CONTAINER	3291143	148	20/50CT	1 ea	1000	\$ -
CONTAINER PAPER #8 TK OUT KRFT	EARTH PLUS	191368623	76	2/65 CT	1 ea	130	\$ -
CONTAINER PLAS CLEAR 6X6	D&W FINE PACK	N20	368	1/250 CT	1 ea	250	\$ -
CONTAINER PLAS CLR HNG 8IN	PACTIV	YCI82S200000	214	2/100CT	1 ea	200	\$ -
CONTAINER PLAS HNG CLR 5IN	PACTIV	YCI82S500000	76	3/125CT	1 ea	375	\$ -
CONTAINER PLAS HOGI 9.25X4.5X3	PACTIV	YCI810490000	98	1/250CT	1 ea	250	\$ -
COVER PLASTIC BUN PAN RACK 15MC	HANDGARD	303679973	100	50/52X80N	1 ea	50	\$ -
CUP FOAM 12 OZ	DART CONTAINER	3291366	58	40/25 CT	1 ea	1000	\$ -
CUP PLAS PRTN TRANS 2OZ	PACTIV	YS200	62	12/200CT	1 ea	2400	\$ -
CUP PLAS TRANS HIPS 12 OZ	PACTIV	YE12	26	15/57 CT	1 ea	855	\$ -
CUP PORTION PLAS TRANS 5.5OZ	DART CONTAINER	P550N	86	10/250	1 ea	2500	\$ -
DETERGENT LAUNDRY POWDER WHITE READY TO USE	ECOLAB	6100197	32	1/25LB	1 ea	1	\$ -

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H
ITEM DESCRIPTION	BRAND	PRODUCT CODE	ESTIMATED ANNUAL QTY	PACK SIZE	PORTION SIZE	PORTIONS PER CASE	CASE PRICE
FILM PVC ROLL 2000FT 18" WITH CUTTER	PACTIV	9060	34	1/18IN	1 ea	1	\$ -
FOIL ALUM ROLL 1000FT 18" WITH CUTTER	DAXWELL	J10002375	34	1/18IN	1 ea	1	\$ -
FOIL SHEET 9X10.75" SILVER	PACTIV	W69372	144	6/500CT	1 ea	3000	\$ -
FORK T SERIES	DIXIE FOODSERVICE/GA PACIFIC	DUSSF5	120	24/40 CT	1 ea	960	\$ -
GLOVE POLY HYBRID STRETCH CLEAR , SMALL - EXTRA LARGE	HANDGARD	303363303	200	10/10ea.	2ea.	50	\$ -
KIT FOR PARFAIT COMBO	DART CONTAINER	PF35C1CP	40	1/1500CT	1ea	1500	\$ -
LID PLAS CLR F/1.5-2.5OZ PRTN	PACTIV	YLS2FR	56	24/100CT	1 ea	2400	\$ -
LID PLAS CLR F/3-4OZ PRTN CUP	PACTIV	YLS3FR	60	10/120 CT	1 ea	1200	\$ -
LINER PAN QUILLION TRTD 16X24	MCAIRN PACKAGING	019785	100	1/1000CT	1 ea	1000	\$ -
LINER TRASH 40X46 1.1 ML CLR	HERITAGE BAG CO	H8046SCS	750	125/40-45G	1 ea	125	\$ -
NAPKIN DISPENSER 6.5X9.85 BROWN 2PLY	GA PACIFIC	32019	0	24/250 CT	1 ea	6000	\$ -
PLATE FOAM LAMINATED 6 INCH	PACTIV	YMW6	28	8/125CT	1 ea	1000	\$ -
SPOON T SERIES	DIXIE FOODSERVICE/GA PACIFIC	DUSSPT5	80	24/40ea	1 ea	960	\$ -
TRAY FOOD PAPER RED PLAID 5LB	PACTIV	D5TBWREL	150	2/250CT	1 ea	500	\$ -
TRAY FOOD PAPER RED PLAID 8OZ	PACTIV	D8ZTBWREL	250	4/250CT	1 ea	1000	\$ -
TRAY PAPER 5 COMPARTMENT 8X10	CHINET	21032	4000	240/CT	1 ea	240	\$ -
WRAP DRY WAX DELI 10X10.75	MCAIRN PACKAGING	105503	18	4/500 CT	1 ea	2000	\$ -
WRAP FOIL SAND INSUL 10.5X14	MCAIRN PACKAGING	811200	26	1/1000CT	1 ea	1000	\$ -



LEVY COUNTY SCHOOL BOARD

Exhibit D - Price Schedule and Certification

	Price
FIXED DELIVERY FEE PER CASE Pricing submitted shall be in dollars and cents NOT a percentage. Pricing must be fixed for the initial 3-year contract term.	\$
<p>Respondent is required to submit Line Item Pricing for all line items listed on the Price Schedule that shall remain firm for sixty (60) days from the effective date of this contract. Line Item Pricing is the cost incurred by the Distributor and charged to LCSD and shall include all net off discounts, rebates and other applicable credits including, but not limited to, price reductions due to product promotions, volume in procurement, on-line ordering or other manufacturer discounts which results in lowering the price of the items. Every sixty (60) days line-item pricing will be reviewed and may increase or decrease based on verifiable and documented market changes.</p> <p>A tab for Alternative Line Item Pricing is included in the Microsoft Excel Price Schedule.</p> <p>Line Item Pricing <u>does not</u> include the Fixed Delivery Fee per Case.</p>	

In responding to this RFP, the Respondent certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or service, and in all respects fair and without collusion or fraud. An authorized representative signature is required to be submitted with your Price Schedule and Certification to be considered for evaluation and award. In signing the Price Schedule and Certification, the Respondent acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the Levy County School District for the purposes as proposed and described herein.

RESPONDENT (Firm Name): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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



SCHOOL BOARD OF LEVY COUNTY

Exhibit E - Fuel Surcharge

Due to the cost volatility of diesel fuel, a fuel cost surcharge will be added to each delivery invoice if the Average EIA Value (as defined below) exceeds the Base Range (as defined below). The surcharge will be determined using the matrix below and will be based upon the National Average Retail On-Highway Diesel Prices (the "EIA Value"), which is published electronically by the Energy Information Administration at the following website: <http://www.eia.gov/oog/info/wohdp/diesel.asp>

If the above referenced publication is no longer published or available, then the Distributor and LCSD will mutually agree upon an acceptable alternative source.

Fuel Surcharge	
Average EIA Value (per gallon)	Surcharge per Delivery
Less than \$3.00 ("Base Range")	NONE
\$3.00 - \$3.09	
\$3.10 - \$3.19	
\$3.20 - \$3.29	
\$3.30 - \$3.39	
\$3.40 - \$3.49	
\$3.50 - \$3.59	
\$3.60 - \$3.69	
\$3.70 - \$3.79	
\$3.80 - \$3.89	
\$3.90 - \$3.99	
\$4.00 - \$4.09	
\$4.10 - \$4.19	
\$4.20 - \$4.29	
\$4.30 - \$4.39	
\$4.40 - \$4.49	
\$4.50 - \$4.59	
\$4.60 - \$4.69	
\$4.70 - \$4.79*	

SCHOOL BOARD OF LEVY COUNTY

The "Average EIA Value" shall equal the average of the EIA Values published during the first two (2) months of each calendar quarter. The Average EIA Value thus computed will be referenced to the table to determine the applicable surcharge. The surcharge will be increased or decreased as necessary, to take effect as of the commencement of the following calendar quarter. For example, the Average EIA Value for April and May shall determine the Fuel Surcharge (if applicable) for July, August, and September.

Fuel Surcharges shall not apply to deliveries made by Distributor for items missed from an order's original delivery.

*Although the chart above stops at a specified level of Average EIA Value, the fuel cost adjustment continues indefinitely. The fuel surcharge shall increase by the amount listed in the column for \$4.70 - \$4.79 for every increase of \$0.10 in the Average EIA Value.

RESPONDENT (Firm Name): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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

Levy County School District

RFP# 25-01, Food and Grocery Distribution Services

REQUIRED DOCUMENTS:

- Bidder Acknowledgment
- Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Lowered Tier Covered Transaction, AD-1048, with Instructions
- Certification Regarding Drug-Free Workplace Requirements (Grant) Alternative 1 - For Grantees Other Than Individuals
- Conflict of Interest Disclosure
- E-Verify Requirements
- Edgar Certifications
- Certification Regarding Lobbying with Instructions
- Drug-Free Workplace Certification
- Respondent's Statement of Qualification
- Contractor's Statement of Principal Place of Business
- Sworn Statement Pursuant to Section 287.133(3), Florida Statutes Public Entity Crime
- Sworn Statement Pursuant to Section 1012.465, Florida Statutes; The Jessica Lundsford Act
- Vendor Information
- Vendor Reference Forms (3)
- W-9



SCHOOL BOARD OF LEVY COUNTY

Bidder Acknowledgement

The Bidder hereby certifies by submission and signature of this acknowledgement that Bidder complies fully with this ITB. In addition, the Authorized Agent below is duly authorized to sign on behalf of Bidder and fully understands that by virtue of signing and returning this Bid Acknowledgement represents complete and unconditional acceptance of the requirements, terms and conditions of this ITB and all attachments, exhibits and any addenda released hereto.

The Bidder certifies 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, equipment, or services and is in all respects fair and without collusion or fraud.

The Bidder understands that this offer will remain firm for a period of ninety (90) days in order to allow the adequate time to evaluate the bid/proposals. Upon approval by the School Board, the Bidder agrees to contract and deliver the services requested.

Bidder Name	Federal I.D. #
Authorized Agent Signature	Name & Title (printed)
Authorized Agent Email	E-Verify #
Street Address	City State Zip
Alternate Contact Person/Representative	Email
Telephone	Website (optional):

This acknowledgement must be completed and returned with your submission. Failure to do so will be a cause for rejection of the bid.



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

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may 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 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 CFR Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

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

(Read instructions on page three before completing certification.)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (*Street Address, City, County, State, Zip Code*)

Check ☐ if there are workplaces on file that are not identified here.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.
- (2) The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. §812, and as further defined by 21 CFR §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).



SCHOOL BOARD OF LEVY COUNTY

Conflict of Interest Disclosure

Conflict of Interest: Respondent shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. Respondent must complete and submit this Conflict of Interest Disclosure. The Respondent may disclose any additional information regarding the existence or appearance of a conflict of interest under state or local laws. If the Respondent or its authorized agent omits, misrepresents or falsifies material information, the selection of the Respondent and any executed contract shall be void.

In accordance with the Conflict of Interest provision, the Respondent certifies the following:

- a. _____ There are no identified conflicts of interest.
- b. _____ The following potential conflicts of interest have been identified (list name & title/position):

Respondent Name

Authorized Agent Signature

Date



SCHOOL BOARD OF LEVY COUNTY

E-Verify Requirements

- A. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
1. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 3. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services.
- D. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): _____

Contractor's Name: _____

Address: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the Flagler County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the School Board shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the Contractor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Contractor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Contractor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS RETENTION

Records Retention (2 C.F.R. § 200.334): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.323): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor agrees that all contracts it awards pursuant to this solicitation shall be bound by the foregoing terms and conditions.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.



SCHOOL BOARD OF LEVY COUNTY

Drug-Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, 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 Purchasing 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 contractors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Respondent Name

Authorized Signature

Date



SCHOOL BOARD OF LEVY COUNTY

Respondent's Statement of Qualification

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

1. Has Respondent been declared in default of any contract? ☐ Yes ☐ No
2. Has Respondent forfeited payment of performance bond issued by a surety company on any contract?
☐ Yes ☐ No
3. Has an uncompleted contract been assigned by Respondent's surety company on any payment of performance bond issued to Respondent arising from its failure to fully discharge all contractual obligations thereunder? ☐ Yes ☐ No
4. Within the past three (3) years, has Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
5. Is Respondent now the subject of any litigation in which an adverse decision might result in a material change in Respondent's financial position or future viability? ☐ Yes ☐ No
6. Is Respondent currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No
7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Respondent with all state and regulatory agencies.
8. Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in Respondent's company.

Respondent Name

Authorized Agent Signature



SCHOOL BOARD OF LEVY COUNTY

CONTRACTOR'S' STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Name of Contractor: _____

Identify state in which Contractor has its principal place of business: _____

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

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

NOTICE: Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

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

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

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

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES

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

☐ Contractor's principal place of business is in the political subdivision of _____ and it

is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ Contractor's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of Out-of-State Contractor's Attorney: _____

Printed name of Out-of-State Contractor's Attorney: _____

Address of Out-of-State Contractor's Attorney: _____

Email of Out-of-State Contractor's Attorney: _____

Attorney's State(s) of Bar Admission: _____



SCHOOL BOARD OF LEVY COUNTY

Sworn Statement Pursuant to Section 287.133(3), Florida Statutes Public Entity Crime

We certify that we have read and understand Florida Statutes, section 287.133 Public Entity crime; denial or revocation of the right to transact business with public entities.

We understand a public entity crime, as defined in Florida Statutes, section 287.133, is a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

We understand that a person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted bidder list.

Please mark an (X) next to the statement which is applicable to your entity.

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in either management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted bidder list (a copy of the final order is required; please attach).

Respondent Name

Authorized Signature

Notary Public

State of: _____ County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by _____.

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Notary Public Signature: _____

Commission Expires: _____

(Seal)



SCHOOL BOARD OF LEVY COUNTY

Sworn Statement Pursuant to Section 1012.465, Florida Statutes; The Jessica Lunsford Act

1. We understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
2. We understand that the Act sets forth the background screening requirements of section 1012.465, Florida Statutes for all non-instructional school employees and **contractual personnel** by requiring all non-instructional School Board employees and contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds to meet level 2 screening requirements, as described in s. 1012.32. Further, we understand that the Act defines **contractual personnel** to include any bidder, individual, or entity under contract with a school or a school board.
3. We understand that all subcontractors assigned by the contractor must also comply with background screening requirements of s. 1012.32.
4. We further understand that every 5 years following entry into a contract, all contracted personnel or individuals assigned by the contractor who meet the conditions in section 2., above, must meet level 2 rescreening requirements as described in s. 1012.32.
5. We understand that level 2 background screening requirements, as defined in section 1012.32, Florida Statutes requires that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
6. We understand that any costs associated with the required background screenings will be borne by the contractor.
7. We understand that if a (potential) contractor does not meet the level 2 requirements, the individual shall not be permitted to contract with the School Board and shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
8. We understand that failure to comply with level 2 background screenings as required by section 1012.465, Florida Statutes, will disqualify the contractor from conducting business with the School Board.

Respondent Name

Authorized Signature

Date



SCHOOL BOARD OF LEVY COUNTY

Vendor Information

Name of Entity, Individual(s), Partners or Corporation:

Taxpayer Identification Number (SSN/EIN): _____

Business/Purchase Order Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Contact _____

E-mail _____

Remittance Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Contact _____

E-mail _____

Payment Method: ☐ CHECK

☐ ACH (If ACH, Levy Schools will email an enrollment form)

Current W-9 Attached? ☐ YES

Vendor Reference Form



REQUESTING AGENCY:
Levy County School District
Purchasing Department
480 Marshburn Drive
Bronson, FL 32621

The Next Line To Be Completed by the Proposing Firm:

Proposing Firm Name: _____

Levy County School District RFP Title: No. 25.01, Food and Grocery Distribution Services

Levy County School District is currently evaluating qualifications of various firms to provide the above goods and/or services and the indicated firm has listed you as a reference, having provided similar goods or services for your organization. Please complete this reference form and return no later than Wednesday, March 26, 2025 @ 2:00 PM EST, via email, to purchasing@levyk12.org.

This Section To Be Completed by the Reference Provider:

What specific goods and/or services did firm provide?

Number of years the firm provided support (include start year and end year): _____

Did the firm meet your required fill rate?

☐ Yes

☐ No

Was the firm responsive to your needs and requests?

☐ Yes

☐ No

Was the firm proactive in resolving problems and disputes?

☐ Yes

☐ No

Were the goods and/or service provided in a timely manner?

☐ Yes

☐ No

Would you award a contract to this firm again for similar services?

☐ Yes

☐ No

How would you rate the overall performance of the firm:

☐ Excellent

☐ Very Good

☐ Satisfactory

☐ Unsatisfactory

Comments:

Name of Person Providing Reference: _____

Agency/Company Providing Reference: _____

Phone: _____

Email Address: _____

Vendor Reference Form



REQUESTING AGENCY:
Levy County School District
Purchasing Department
480 Marshburn Drive
Bronson, FL 32621

The Next Line To Be Completed by the Proposing Firm:

Proposing Firm Name: _____

Levy County School District RFP Title: No. 25.01, Food and Grocery Distribution Services

Levy County School District is currently evaluating qualifications of various firms to provide the above goods and/or services and the indicated firm has listed you as a reference, having provided similar goods or services for your organization. Please complete this reference form and return no later than Wednesday, March 26, 2025 @ 2:00 PM EST, via email, to purchasing@levyk12.org.

This Section To Be Completed by the Reference Provider:

What specific goods and/or services did firm provide?

Number of years the firm provided support (include start year and end year): _____

Did the firm meet your required fill rate?

☐ Yes

☐ No

Was the firm responsive to your needs and requests?

☐ Yes

☐ No

Was the firm proactive in resolving problems and disputes?

☐ Yes

☐ No

Were the goods and/or service provided in a timely manner?

☐ Yes

☐ No

Would you award a contract to this firm again for similar services?

☐ Yes

☐ No

How would you rate the overall performance of the firm:

☐ Excellent

☐ Very Good

☐ Satisfactory

☐ Unsatisfactory

Comments:

Name of Person Providing Reference: _____

Agency/Company Providing Reference: _____

Phone: _____

Email Address: _____

Vendor Reference Form



REQUESTING AGENCY:
Levy County School District
Purchasing Department
480 Marshburn Drive
Bronson, FL 32621

The Next Line To Be Completed by the Proposing Firm:

Proposing Firm Name: _____

Levy County School District RFP Title: No. 25.01, Food and Grocery Distribution Services

Levy County School District is currently evaluating qualifications of various firms to provide the above goods and/or services and the indicated firm has listed you as a reference, having provided similar goods or services for your organization. Please complete this reference form and return no later than Wednesday, March 26, 2025 @ 2:00 PM EST, via email, to purchasing@levyk12.org.

This Section To Be Completed by the Reference Provider:

What specific goods and/or services did firm provide?

Number of years the firm provided support (include start year and end year): _____

Did the firm meet your required fill rate? ☐ Yes ☐ No

Was the firm responsive to your needs and requests? ☐ Yes ☐ No

Was the firm proactive in resolving problems and disputes? ☐ Yes ☐ No

Were the goods and/or service provided in a timely manner? ☐ Yes ☐ No

Would you award a contract to this firm again for similar services? ☐ Yes ☐ No

How would you rate the overall performance of the firm:

☐ Excellent ☐ Very Good ☐ Satisfactory ☐ Unsatisfactory

Comments:

Name of Person Providing Reference: _____

Agency/Company Providing Reference: _____

Phone: _____ Email Address: _____