



INVITATION TO BID (ITB)

ITB NO. 1014-0-2022/LD

FRESH DELIVERED PIZZA FOR MARTIN COUNTY SCHOOL DISTRICT FOOD AND NUTRITION SERVICES

**PURCHASING DEPARTMENT
2845 SE DIXIE HWY
STUART, FLORIDA, 34997
TEL (772) 219-1255
EMAIL bids@martinschools.org**



**NOTICE OF
INVITATION TO BID**

Bid documents must be submitted electronically through www.DemandStar.com or bids@martinschools.org by responding no later than the designated deadline date and time. A Bidder’s failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the District or DemandStar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Purchasing Website: <https://www.martinschools.org/Page/945>.

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the District.

ITB Number:	1014-0-2022/LD
ITB Name:	Fresh Delivered Pizza
ITB Advertising/Publish Dates:	May 11, 2022
Questions Deadline:	May 25, 2022 at 2:00pm
ITB Closing Date/Time:	June 8, 2022 By No Later Than 2:00pm
Anticipated Award Date	July 19, 2022
Contact Information:	Email: bids@martinschools.org
Email Notifications:	Start all email subject lines with the ITB number for faster recognition.
Submittal Requirements:	Submit bid by completing and returning all required documents. All submittals must be electronic and contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall bids delivered to or received by the District or DemandStar after the Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Bidder to assure that their submittal is uploaded to www.DemandStar.com or bids@martinschools.org on or before the Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit Bid to::	Bidder shall submit their bid indicating Bidder’s name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com or bids@martinschools.org .
ITB Scope of Work:	The Martin County School District (hereinafter referred to as “District”) is seeking bids from qualified firms to deliver fresh, hot pizza on a weekly basis to the participating schools effective from date of award through June 30, 2023 with two (2) one year renewal options.

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The District reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the District.



ADVERTISEMENT PUBLICATION

Martin County School Board
2845 S.E. Dixie Highway
Stuart, FL 34997

**ITB# 1014-0-2022/LD
FRESH DELIVERED PIZZA**

The Martin County School District (hereinafter referred to as "MCSD") is soliciting bids from qualified firms to deliver fresh, hot, pizza, on a weekly basis to the participating schools, effective from date of award through June 30, 2023 with two (2) one year renewal options.

Solicitation Documents may be obtained by registering with www.DemandStar.com or www.vendorregistry.com. The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com or bids@martinschools.org containing all of the required information **no later than 2:00pm, June 8, 2022.**

Questions: Email bids@martinschools.org by no later than 2:00 pm eastern time on May 25, 2022.

Martin County School District Purchasing Website;

Onvia/DemandStar;

Vendor Registry

Publish Date: May 11, 2022



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SECTION I

DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

1.1. **Acceptance:** By the District's Project Manager of the work as being fully complete in accordance with the Contract Documents.

1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract

1.3. **Application for Payment:** The form accepted by the Consultant which is to be used by Contractor to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. **Bid:** The formal firm price offer of the Bidder submitted on the prescribed form setting forth the prices for the work in response to the Invitation to Bid.

1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the District. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.

1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. **Change Order:** A written order to the Contractor executed by the District, Consultant, And Contractor authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

1.8. **Contract:** The written agreement between District and Contractor covering the work to be performed.

1.9. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Board approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. Consultant's written interpretations and clarifications issued on or after the Effective Date of the Contract.

1.10. **Contract Price:** The total monies payable by the District to the Contractor under the terms and conditions of the Contract Document.

1.11. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

1.12. **CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the District has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.

1.13. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.

1.14. **Defective Work:** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the Consultant's recommendation of final payment.

1.15. **District:** The Martin District School District, Florida, a Florida school District, its authorized and legal representatives, the public

entity with whom the Contractor has entered into the Contract and for whom the work is to be provided.

1.16. **District Representative:** The person or persons designated by the District's Project Manager. The District's Project Manager. This may include the Consultant/Engineer of Record.

1.17. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

1.18. **FDACS - Florida Department of Agriculture & Consumer Services:** Division of Food, Nutrition, and Wellness The Division of Food, Nutrition, and Wellness administers the National School Lunch Program, School Breakfast Program, Special Milk Program, Afterschool Snack Program, Summer Food Service Program, Seamless Summer Option Program, Farm to School Program, and Fresh Fruit and Vegetable Program for the state of Florida. In addition, the division is responsible for administering the USDA Foods Program for the National School Lunch Program, the Commodity Supplemental Food Program, The Emergency Food Assistance Program, and the WIC Farmer's Market Nutrition Program. Program responsibilities include advocating changes in policy that ensure the most nutritious meals are provided to children, and that all children in Florida are educated on the benefits of living a healthy lifestyle. Additionally, the division is responsible for protecting the integrity of the nutrition programs administered. Sub-units of this division are: Bureau of Child Nutrition Programs, Bureau of Compliance and Program Integrity, Bureau of Nutrition Education and Outreach, Bureau of Supplemental Food Programs, and Financial Operations. Florida Statutes that affect the operation of this division are: Chapters 570, 595. Rules that affect the operation of division are contained in Chapter 5P, Florida Administrative Code. Federal Regulations which affect the operation of the division are contained in 2 CFR 200 and 7 CFR 210, 215, 220, 225, 235, 240, 245, 247, 248, 250, 251 and 253.

1.19. **Florida Public Food Service Inspection Program:** Pursuant to F.S. 509.013, and not less than once per year, the Bureau of Sanitation and Safety Inspections conducts unannounced inspections of all public food establishments, including retail pizza restaurants and take-out facilities.

1.20. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.

1.21. **Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.22. **National School Lunch Program (NSLP)** is a Federally assisted meal program operating in public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low-cost or no-cost lunches to children each school day. The program was established under the Richard B. Russell National School Lunch Act, signed into law by President Harry Truman in 1946. Transitional Standards Effective 7/1/22

1.23. **Notice of Tentative (or Intent) Award:** The official written notice by the DISTRICT to the apparent successful Bidder giving authorization to enter into an agreement, stating that upon compliance and Board approval with the conditions precedent enumerated therein within the time specified, and receipt of accepted offer.



1.24. **Procurement:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to District and State Board of Education requirements.

1.25. **Report:** Presentation of collection of information from various records.

1.26. **Resident Project Representative (RPR):** The authorized representative of the Consultant who is assigned to the Site or any part thereof.

1.27. **Responsible Bidder, Offeror, Quoter, Or Respondent -** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.28. **Responsive Bidder, Offeror, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any M/WBE requirements contained within the solicitation.

1.29. **Specialist:** A person who concentrates primarily on a particular subject or activity; a person highly skilled in a specific and restricted field.

1.30. **Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the Site.

1.31. **Unbalanced Bids:**

- A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City; or which is so mathematically unbalanced as to result in an advance payment.

1.32. **Unit Price Work:** Work to be paid for on the basis of unit prices.

1.33. **USDA:** The United States Department of Agriculture is the federal executive department responsible for developing and executing federal laws related to farming, forestry, rural economic development, and food.

USDA's Food and Nutrition Service administers the NSLP and reimburses participating schools and residential childcare institutions for the meals served to students. Their mission is to increase food security and reduce hunger by providing children and low-income people access to food, a healthful diet and nutrition education in a way that supports American agriculture and inspires public confidence.

1.34. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.35. **Written Amendment:** A written amendment of the Contract Documents, signed by the District and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.



SECTION II

INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

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

If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.
2. **FINGERPRINTING, JESSICA LUNSFORD ACT:** Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with Florida Statute FS1012.465 – Jessica Lunsford Act.
 - 2.1 Level 2 screening excludes personnel working on school District property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
 - 2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
 - 2.3 Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of school District employee or Level 2 screened and cleared employee as noted above.
 - 2.4 Contractor, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six-foot-high chain link fence separating work area and school.
 - 2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
 - 2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
 - 2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
 - 2.8 Contractor, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
- 2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1255, Ext. 30296.
- 2.10 The fingerprint screening must be completed in advance of the awarded Bidder providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Bidder and its employees. Awarded Bidder shall provide District with a list of its employees. Awarded Bidder shall update these lists in the event that any new employees are added and awarded Bidder agrees that new employees shall be fingerprinted. Awarded Bidder agrees that in the event any employee is convicted of a criminal offense, the awarded Bidder shall notify the District within forty-eight (48) hours.
- 2.11 The parties agree in the event that the awarded Bidder fails to perform any of the duties described in the above paragraph, this shall constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded Bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.
3. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of District's request written evidence acceptable to the District documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

The District reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the District.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489 and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.
4. **ANNUAL APPROPRIATION:** This Bid is conditional upon the District having funding to implement the Contract.
5. **DEFINED TERMS:** Terms used in these Instructions to Bidders, have the meanings assigned to them in the Industry involved in the subject matter of the Bid, in the Martin County School District, Standard General Conditions of the Construction Contract.
6. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the District, and are not to be charged to the District.
7. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the District may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the Sheriff's Office to establish the competency, responsibility, qualifications and financial ability of the Bidders,



proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time. The Board reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the District's satisfaction.

The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Bidder's qualifications.

8. **FACILITIES:** The District reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business and is a responsible Bidder.

The District also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

9. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The District will respond to written inquiries, if received at least seven (7) calendar days prior to the date scheduled for opening the bids. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the District shall make every attempt to issue such addenda at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via the Purchasing Website: <https://www.martinschools.org/Page/945> to Vendor Registry and DemandStar.** No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Bidder to ensure all addenda are received.**

CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

10. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the District. MCSD will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar and Vendor Registry, until seven (7) days prior to the bid opening date. Questions shall be emailed to bids@martinschools.org with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the MCSD Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

The District may delay scheduled due dates if it is to the advantage of the District. The District shall notify Bidders of all changes in scheduled due dates by written addenda.

11. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.demandstar.com/subscriptions> "FREE AGENCY", toll-free 1-800-711-1712, or from Vendor Registry at the Purchasing Website: <https://www.martinschools.org/Page/945>. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

Complete sets of Bid Documents shall be used in preparing Bids. Neither District nor EOR assumes and each disclaims any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

District in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

12. **BID SUBMISSION:** Bidder should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through www.DemandStar.com or bids@martinschools.org by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.
- 12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the District will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
- 12.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
- 12.3 Bids, once opened, become the property of the District and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
- 12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at www.demandstar.com.
- 12.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.
- 12.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the District may, at the sole discretion of the District, release any Bid and return the Bid Security prior to that date.
- 12.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar or bids@martinschools.org on or before the ITB Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
13. **MODIFICATION OF BIDS:** Bids may only be modified, by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.
14. **BID FORM:** Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item.



Failure to identify a monetary amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

The District reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities, to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the District reserves the right to make a multiple award if it is in the best interest of the District.

Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

15. **EVALUATION FACTORS:** The District reserves the right to reject the Bid of a non-responsible Bidder that the District determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

The District shall consider the firm's qualifications, compliance of requirements, and time of completion as evaluation factors. In addition, the District may require the apparent successful Bidder to submit a Schedule of Values priced in line item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the District Board.

Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the District's request may result in the bid being rejected as non-responsive.

The District may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

The District may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The District reserves the right to award item by item, and/or group by group or on an all or none basis to the lowest responsive, responsible Bidder that provides the best value to the District.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE BOARD FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DEPARTMENT.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE BOARD TO THE BIDDER. THE BOARD RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE BOARD SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on www.DemandStar.com and Vendor Registry within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Board, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful Bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

The District may attach as a part of this solicitation, a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the District will assume, and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**
- A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
 - Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
 - The Civil Rights Act of 1964, as amended.
 - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 - Executive Order 11738.
 - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 - Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 - Equal Employment Opportunity, 41 CFR Part 60.



- Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by the 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”.)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to District. Upon Board approval, the District shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the District prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

22. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Board, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved

to reject any and all Bids or to accept the one deemed by the District to be the most advantageous. Contractor’s bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):

- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
- The District reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions.
- If there is reason to believe that collusion exists between Bidders.
- Bids that are judged to be mathematically or materially unbalanced shall be rejected.
- The Bid Package is found to have concealed or contained false and/or misleading information.
- Executed requested Attachments/Affidavits are not completed or submitted.
- Incomplete execution of documents, Bidder signature page, and Bid submittal form.
- Not licensed to perform the required work or provide the required product.
- Not eligible to bid due to violations listed under, Public Entity Crimes.
- Submission of an irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
- Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The bid submittal of a Statement of Bid by the Bidder shall be considered by the District as constituting an Offer by the Bidder to perform the required services.

Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.



Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

- 25. **NO BID:** If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.
- 26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A District representative shall verify this information prior to return of the Bid and Bid Security, if applicable.

However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the District and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.

- 27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the DISTRICT.

The Bidder represents and warrants to the District the following:

- No officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
- Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
- Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
- Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes.
- Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.
- Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the District shall have the right to terminate

the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

The Bidder shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the District shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Bidder under the terms of this Contract.

- 28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.
- 29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response information regarding any of these actions or proposed actions with other governmental agencies

Pursuant to Section F.S. 287.133, FS as amended: 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 Vendor, supplier, sub vendor, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

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

Any employees involved in any F.S. Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the District. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- 30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any



claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 772. 219.1200, ext. 30201, 1939 SE Federal Highway, Stuart, Florida 34994 or click [here](#).

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 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 contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- If a civil action is filed against a contractor to compel production of public records relating to a public agency's

contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.
31. **LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.
 32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.
 33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
 34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
 35. **BIDDER MAILING ADDRESS:** It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. Bidders that have received the ITB documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar shall be used to make notice of ITBs and other information to Bidders.
 36. **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime Contractors, and subcontractors in contracting opportunities.
 37. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall



include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.

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

Bidders are hereby advised that they are not to lobby with any District personnel or board members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department.

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

- 39. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. 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 with 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 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.

- 41. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

- 42. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the School Board acts on a written recommendation from the purchasing department or planning and construction department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides

notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

The purchasing department and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee shall subject said employee to disciplinary action up to and including dismissal from service.

- 43. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

- 44. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the District. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.

Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the District. The awarded Bidder(s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

- 45. **STATE OF FLORIDA TERM CONTRACTS 1010.04, F.S.:** (1)(a) Purchases and leases by school Districts and Florida College System institutions shall comply with the requirements of law and rules of the State Board of Education. (b) Before purchasing nonacademic commodities and contractual services, each District school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school board's or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

"The purchasing agreements and state term contracts available under s. 287.056 have been reviewed, and it is determined that the best course of action is to issue a solicitation."



46. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.
47. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**



SECTION III

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "Bid", and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

1. **TERM CONTRACT:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.
 - 1.1 **Contract Period:** This contract shall be firm from award through June 30, 2023 after approval by the proper District authorities. The contract may be renewed for two (2) additional (1) one-year periods provided the successful bidder(s) and the District agree and all terms and conditions remain the same. Any contract, alteration, or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the District and the successful bidder.
 - 1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years.
 - 1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the District, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the District when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.
 - 1.4 **Contract Extension:** The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Successful Proposer in writing of such extensions.
 - 1.5 **Contract Amendment:** MCSB may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
2. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.
3. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
 - Amendment/Alteration
 - Change Order
 - Contract/Agreement or Purchase Order
 - Addenda
 - Bid Form/Schedule, if applicable
 - Special Conditions
 - General Terms and Conditions
 - Instructions to Bidders
 - Invitation to Bid
4. **EXAMINATION OF BID DOCUMENTS & SITE:** Bidder must satisfy itself by personal and thorough examination of the location of the proposed work, Bid Documents, requirements of the work and the accuracy of the estimate of the quantities of the work or materials; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount to be done.

By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the District on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the District will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the District.

Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.
5. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the District's Purchasing Office.
6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The District reserves the right to Bid separately any item or service if deemed to be in the best interest of the District.
7. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the District, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.



8. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

9. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific District address. All delivery costs and charges must be included in the bid price. The District reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

NOTE TO VENDORS DELIVERING TO MARTIN COUNTY SCHOOLS WAREHOUSE: Normal receiving hours are Monday through Friday (excluding holidays) 7:00 A.M. to 2:30 P.M. Summer receiving hours, typically mid-June to early August, are 6:30 AM to 3:30 PM, Monday through Thursday. This warehouse is located at 2845 SE Dixie Highway, Building 7, Stuart, Florida 34997.

10. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail, and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

Martin County School District
 Attn: Accounts Payable Department
 1939 SE Federal Highway
 Stuart, FL., 34994
invoices@martinschools.org

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy;

- clearly referenced the subject Contract or Purchase Order number;
- provide a sufficient salient description to identify the goods or services for which payment is requested;
- contain date of delivery;

- original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated District employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The District shall accept partial deliveries.

The invoice shall contain the Bidder's Federal Employer Identification number.

The District's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the District and appear on the Contract or Purchase Order document to be binding on the District.

Should the District return an invoice for correction, the Vendor shall resubmit a corrected invoice to the District for processing.

Payment will be made after the goods/services from the awarded Bidder have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

12. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Schedule is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

The District reserves the right to increase or reduce the quantities and to completely eliminate any items listed in the Bid Schedule in order that the items or work can be completed within the amount of available funds.

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

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

14. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.

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

16. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services.



Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

17. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Bidder (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials and supplies under \$1,000.
18. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the District's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.
19. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.
20. **BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 20.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.
- 20.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.
- 20.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- 20.4 In order for the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:
- 20.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and
- 20.4.2 Five percent (5%) of the lowest accepted bid for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.
- 20.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.
- 20.4.4 If the protest (with respect to 20.2 above) the protest bond shall be the same as 20.4.1 and 20.4.2, except

that the protest bond amount shall be calculated against the budgeted amount of the project.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
22. **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, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

23. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.
24. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.
- Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs
25. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

When requested, samples are to be furnished free of charge to the District. If a sample is requested, it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

- The Bidder's name, the bid item and the manufacturer's number.
- Samples shall not be returned unless the Bidder requests it when samples are delivered.
- Samples must be a complete pack, box, bag, etc. of the required items(s), packaged as specified in the bid document.
- Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
- Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any



and all charges for testing and analysis of any materials offered or delivered that **do not conform** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

The District may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

26. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.
27. **DEFAULT:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.
28. **EMPLOYEES:** Employees of the awarded Bidder shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Bidder shall supply competent and physically capable employees. The District may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Bidder shall be responsible to the District for the acts and omissions of all employees working under its directions.
29. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- 29.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers
- 29.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 29.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 29.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.
- 29.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.
30. **TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.
31. **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in

accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.

32. **DIRECT MATERIAL PURCHASES:** The District reserves the right to issue purchase orders for materials to either the Contractor's or the District's suppliers for construction related materials.
33. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.
34. **SUCCESSIVE PURCHASING AGREEMENT:** 5P-2.003(1)(c), F.A.C.: Sponsors are allowed to enter into a Successive Purchasing Agreement, as defined in subsection 5P-1.001(37), F.A.C., when the awarded Contractor agrees, in writing, to permit the Successive Purchasing Agreement at the same terms, conditions, and prices, or below such prices.
1. Sponsors must submit a Successive Purchasing Agreement and written authorization from the Contractor to the department online at <https://fans.freshfromflorida.com>, or by mail to 600 S. Calhoun Street (H2), Tallahassee, FL 32399, within seven (7) calendar days of execution.
 2. Sponsors must conduct a separate procurement to obtain goods and services if the proposed Successive Purchasing Agreement results in a material change to the underlying contract. The department considers a change to be material if it would cause the contractor to bid differently if the prospective change had existed during the solicitation process or if the total cost of the change exceeds the thresholds referenced in subparagraph 5P-2.003(1)(b)2, F.A.C.
35. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.
36. **SEVERABILITY:** Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.
37. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.
38. **EXPENSES:** Neither the DISTRICT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.



39. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informalities in any proposal. The District reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

40. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

41. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The District shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the District.

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

(i) 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.

(ii) 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.

(iii) 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 and rebidding costs (if necessary).

42. **FLORIDA PREFERENCE:** Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

43. **THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. 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 agriculture commodities that are produced in the United States.

The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

44. **PERSONAL INJURY AND PROPERTY DAMAGE:** The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

45. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Director of Purchasing.



SECTION IV SPECIAL CONDITIONS

4.1 QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive in order for the District to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

- A. Firm must provide proof to be a seller or reseller of the requested goods in the State of Florida.
- B. Firm must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- C. Firm must provide proof that their firm is licensed with the State of Florida DBPR.
- D. Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners. Firm shall not include Martin County School District as a reference.
- E. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the District, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the District, or who is deemed irresponsible or unreliable by the Martin County School Board in its sole discretion.
- F. Firm must complete the enclosed questionnaire, which shall be used to evaluate capabilities to perform the work during the contract period. The Bidder's Qualification's Questionnaire must be completed and contain sufficient and specific information which directly responds to this request.
- G. Contractor shall submit their written quality control program to ensure requirements of the contract are provided such as: record of response, performance, employee health and sanitation procedures.
- H. Firm must include ingredients with Nutritional facts (analysis) for each item submitted. One copy of the Nutritional Analysis form is required per pizza submission.
- I. Firm must submit copies of their Food Safety regulation and inspection reports (Health Inspection) for the past two years.

4.2 QUALITY ASSURANCE & RETURNED GOODS

The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Goods, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

4.3 IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts and vehicles. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

4.4 POST SALE AUDIT ADJUSTMENT

All items sold to the District, as a result of this bid, are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists, or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.

**4.5 ADDITIONAL DISCOUNTS/PROMOTIONS**

Should sales or manufacture promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the District the lower price offered by the manufacturers or vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, rebates, or otherwise, shall be passed on to the District.

4.6 INDEPENDENT FRANCHISES

Orders may be filled from independently owned franchises where Bidder has the authority to respond on their behalf. Representative franchisees must identify one point of contact and site(s) address representing their group of franchises servicing Martin County School District.

4.7 AWARD METHOD

The District intends to award a contract to the lowest Responsive and Responsible bidder. However, if determined in the District's best interest, the District reserves the right to award to multiple responsive vendors.

4.8 PERFORMANCE

Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the ITB and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Vendor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.

4.9 SUBCONTRACTING

It is the intention of this bid not to subcontract any work. See Item 4.6 above.

4.10 CONTRACT ALTERATIONS

The District reserves the right to delete, add or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Contractor, District Project Manager or Purchasing Director must mutually agree, in writing, the added or revised items/schools. Contractor shall accept orders from these additional sites for the purpose of providing pizza to their school lunch programs. Contract unit prices, delivery schedule, and pizza specifications will apply to authorized orders from amended participating schools.

4.11 ESTIMATED USAGE/EXPENDITURE

The quantities shown on the Bid Schedule are estimated. The District reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. The estimated quantities are for bid evaluation purposes. The District 's estimated annual expenditure is \$130,000.00.

4.12 MARKET CONDITIONS

The District acknowledges that market conditions can create fluctuation in pricing and/or the unavailability of the items specified in this bid. The District may, in its sole discretion, make an equitable adjustment of contract terms and/or pricing or availability of supply is affected by unusual circumstances or extreme and unforeseen volatility in the marketplace.



Circumstances must:

- Be beyond the control of the Contractor;
- Affect the marketplace or industry, not just the particular contract source of supply;
- Substantially affect pricing or availability of supply;
- Affect the Contractor such that continued performance of the contract would result in a substantial loss.

The requested adjustment must be fully documented and submitted to the Purchasing Director. The District may, after examination, refuse to accept the adjusted costs, if they are not properly documented or increases are excessive. In the event the District does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the District, the District will reserve the following options:

- The contract can be cancelled in accordance with item.
- The District may require the Contractor to continue to provide the goods and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

If the District agrees to the adjusted costs, these adjusted costs shall not be invoiced to the District, until the Contractor receives notice in writing signed by the Purchasing Director.

4.13 SAFETY STANDARDS

Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state, and local requirements. For on-site Contractor services, the District reserves the right to request documentation of Contractor compliance with OSHA standards, to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or American National Standards Institute, National Fire Protection Association, Food and Drug Administration (FDA) Food Code, the United States Department of Agriculture (USDA), Florida Department of Health Food Service, National School Lunch Program (NSLP), and any other applicable federal, state and local regulations.

4.14 COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein.

4.15 ACCEPTANCE AND PAYMENT

The District will pay 100% of the contract price for each order after all items have been delivered and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the District:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the District.
- Cancellation of partial or entire order at no cost to the District.

Partial billing will be accepted only for items received with the specified delivery period. Payment for items delivered after the specified delivery period will be made after the entire order is completed and accepted by the District.



The District has implemented a purchasing card program using the Visa platform. Vendors will receive payment from the purchasing card in the same manner as other Visa purchase transactions without any additional fees or charges.

4.16 **TERMINATION CLAUSES**

- A. The Contract may be terminated as follows:
1. By the District, at its convenience pursuant to paragraph B, below;
 2. By the District for Contractor's failure to adequately perform the Contract, pursuant to paragraph C, below;
 3. By the mutual Contract of the parties; or as may otherwise be provided below.
 4. In the event of the termination of the Contract, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
- B. **Termination for District's Convenience:** The District, by written notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the District shall pay the Contractor for the work actually performed. The District shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.
- C. **Termination for Contractor's Failure to Perform:** In addition to any other termination provisions that may be provided in the Contract, the District may terminate the Contract in whole or in part if the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the District to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the event the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.
- D. **Default:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred thereby. In the event that the Contractor cannot respond adequately to the needs of the District by reason of equipment failure or any other reason, the Contractor shall advise the District, as soon as possible, and further advise as to the length of said inability. The District may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The District shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.
- E. **Payment Upon Termination:** Upon termination of the Contract, the District shall pay the Contractor for those Services actually rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services prior to the effective date of termination. Where the Contract is terminated for cause by the District, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the District as a direct result of the termination.

4.17 **CONTRACT**

Notice of Award by the District will constitute acceptance of the Bid. This bid package, including all terms, conditions, and specifications, signed by bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the District shall constitute as the contract. After notice of award, a valid certificate of insurance shall be issued to the District within 10 days. A blanket purchase order shall be issued for the term of the



award, which will serve as the contract. Payments will be addressed by the PCard against the blanket purchase order. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.



SECTION V

SCOPE OF WORK

5.1 **OVERVIEW**

It is the intent of the District to establish a firm fixed price contract with one (1) or more qualified firms to deliver fresh hot pizza in compliance with USDA National School Lunch Program rules and regulations. Pizza shall be prepared and delivered fresh and hot to each participating school on a weekly basis, between the hours of 11AM and 2:00PM at a temperature not below 140°F.

5.2 **BACKGROUND**

The incumbent, Domino's Pizza currently delivers around 565 pizzas to seven (7) school sites on a weekly basis to approximately 4,000 students.

5.3 **WORK OBJECTIVES**

- A. Order Process:** An order form shall be completed by the Point of Contact (POC) or designee of each participating school and faxed or emailed to the servicing location 24-48 hours in advance of weekly delivery/order. Reliable, consistent communication between the District's POC and the Contractor's authorized representative is a critical element of this arrangement. Order must be acknowledged by the awarded bidder the day prior to scheduled delivery. Delivery coordination shall be made in advance. All orders will be in writing on the designated order form for accuracy, documentation, and approved by both parties. It is the POC's responsibility to ensure that order was received by awarded bidder, by documenting date and time.
- B. Packaging:** Pizza shall be delivered in packaging that ensures freshness and protects against damage. Each pizza shall be packaged individually in a container suitable for its intended purpose and marked clearly on the outside with trademark identification and the type of pizza. Each pizza shall be packaged in a container with a sheet of deli style wax paper, parchment paper, or corrugated paper between the bottom of the pizza and the container. If necessary, to prevent the container from being crushed, a "tent" shall be placed inside of the container between the top of the pizza and the container lid. Used packaging shall be disposed of daily.
- C. Pizza Delivery:**
1. Awarded Contractors shall provide on-time delivery at each participating school. All pizzas shall be delivered one half (1/2) hour or 30 minutes, prior to the start of the school's lunch schedule. Lunch times can begin as early as 10AM. Pizzas shall be delivered on time in the exact quantities ordered. The awarded Contractor shall be given a detailed delivery schedule for each participating school.
 2. Pizza containers shall be placed inside of a thermal delivery pouch to ensure the temperature does not drop below 140°F. Schools may choose to receive up to three delivery times. with 24-hour advance notice, the POC may request to adjust delivery times, as needed.
 3. Delivery vehicle(s) shall be clearly marked with company name, clean, in good working condition, and safely operated. Vehicle(s) shall be suitable for its intended purpose. Contractor shall be responsible while on District property for damage to buildings, structures, utilities, etc., caused by its actions.
 4. Contractor shall remove pizza from delivery vehicle(s) and place it in the Food Service area as directed by the Cafeteria Manager/POC. Contractor shall not be required to remove Pizza from its container or place Pizza on serving line. Pizza delivery pouches shall be removed after delivery.



5.4 SPECIFIC REQUIREMENTS

Pizza's shall be no less than 14" diameter, cooked consistently/evenly, and divided into (8) eight wedges per pizza, dough is 51% whole-wheat flour, cheese, and a minimum of 16 ounces of cooked crust to provide two (2) ounces of grain and two (2) ounces of protein per slice.

Each slice of pizza must meet (NSLP) New Menu Standards requirements and be reimbursable for two (2) ounce protein and (2) ounce grain servings. Finished product must provide a minimum of two (2) ounces of grain and two (2) ounces of protein per slice. Price shall be inclusive of all costs, ingredients, packaging, delivery, overhead etc.

A minimum of 16oz lite, reduced sodium mozzarella cheese to provide a minimum of 2 ounces of protein per slice.

A minimum of 14oz lite, reduced sodium mozzarella cheese. Slices of pepperoni shall be added in addition to the cheese. Amounts of cheese and pepperoni combined to meet a minimum of 2 ounces of protein per slice.

Each firm will name their specialty pizza's inversely with different toppings, however, all specialty pizzas shall be the same price irrespective of the amount of toppings, for example, deluxe, supreme, meat lovers, vegetable, etc.

5.5 DEFECTIVE PRODUCT

The Project Manager or designee shall note defective pizza, which includes, but is not limited to, damaged packaging, unevenly cut slices, over cooked product, product received at a temperature below 140°F, or product that does not comply with the specifications contained in the Definition of Scope and Price Sheet. The Project Manager shall contact the Contractor's representative if defective pizza is identified. Where product is found to be defective by the Project Manager, they shall request adjustment of the quantity, unit price, extended total, and total aggregate invoice amount accordingly and the Contractor shall accept such adjustment. The delivery driver shall immediately remove defective pizza.

5.6 PRODUCT RECALL

In the event the awarded bidder receives notice that a product delivered by the awarded Bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Purchasing Director within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Director that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Director, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District. At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.



5.7 VARIANCE IN DELIVERIES

No deliveries will be accepted before 10:00am or after 3:00pm. Back-orders shall be made known to the District at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation.

The District shall not be charged for delivery of pizza for quantities above those ordered by the Project Manager. The Project Manager shall request adjustment of the quantity, unit price, extended total, and total aggregate invoice amount accordingly and the successful bidder shall accept such adjustment.

- If less than the quantity ordered is delivered, then the Contractor shall re-deliver the balance of the product free of charge at a time and date satisfactory to the Project Manager.
- If more than the exact quantity ordered is delivered, then the Project Manager may, at their sole discretion, accept the over-delivery free of charge.

5.8 CANCELLATION POLICY

- **Prior Cancellation:** The District reserves the right to cancel and reschedule due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances.
- **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be adjusted accordingly.
- **Weather Delay:** Upon approval by the Project Manager or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevent adherence to the delivery scheduled, the District may require a rescheduled delivery to be conducted at a later time or cancellation. If there is a delay in the delivery due to WEATHER CONDITIONS ONLY, Contractor may bill for time on site only during delay. No other cost adjustment shall be considered for that delay.
- Late deliveries that exceed five (5) Consecutive/consistent is sufficient grounds for contract termination.

5.9 SAMPLE FORMS

The District is hereby requesting sample(s) of the following to be submitted with bid response:

- Receipt
- Invoice
- Order Form
- Nutritional Facts/Ingredients Label



**SECTION VI
INSURANCE REQUIREMENTS**

6.1 INSURANCE REQUIREMENTS

Vendor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and/or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract The District in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor or is free to purchase such additional insurance as may be determined necessary.

6.2 INDEMNIFICATION

Contractor shall indemnify, hold harmless and, not excluding the District's right to participate, defend the District, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the product delivered by the Contractor for the District. Nothing in this provision shall constitute a waiver of the District's sovereign immunity or the limitation of liability as set forth in F.S. 768.28.

6.3 INSURANCE LIMITS: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. Commercial General Liability: Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$3,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

B. Automobile Liability: Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000



C. **Workers' Compensation and Employers' Liability:**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

- o Policy shall contain a waiver of subrogation against the District.
- o This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S. **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain or be endorsed to contain the following provisions:

1. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

E. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the District, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to District's Division of Risk Management.

F. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Florida and with an "A.M. Best" rating of not less than A-VII. The District in no warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** Vendor shall furnish the District with certificates of insurance (ACORD form or equivalent approved by the District) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the District before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be send directly to the District's Division of Risk Management. The project/contract number and project description shall be noted on the certificate of insurance. The District reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

H. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the General Counsel or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.



**SECTION VII
FORMS**

- 7.1 BID COVER PAGE CHECKLIST/BID FORM
- 7.2 BID FORM
- 7.3 SCHEDULE OF BID PRICES
- 7.4 PARTICIPATION LIST
- 7.5 ORDER FORM
- 7.6 NUTRITIONAL FACTS
- 7.7 BIDDER'S QUALIFICATIONS STATEMENT
- 7.8 REFERENCE FORM
- 7.9 NON-COLLUSIVE AFFIDAVIT
- 7.10 CONFLICT OF INTEREST
- 7.11 DRUG FREE WORKPLACE
- 7.12 PUBLIC ENTITY CRIMES
- 7.13 NO BID



BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

- 1. Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com or bids@martinschools.org containing all of the required information **prior to the Bid deadline**. Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.
- 2. Bid Form/Schedule/Bid Submittal Certification: **Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- 3. Nutritional Facts: **Complete and sign the form.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- 4. Bidder's Qualification Statement: **Complete and sign the Bidder's Qualification Statement.** *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- 5. References: **Complete and submit references on the designated Form.**
- 6. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it notarized.
- 7. Conflict of Interest: Complete and sign the form.
- 8. Drug Free Work Place Form: **Sign the Drug Free Work Place Form.**
- 9. Public Entity Crime Statement: Sign the Public Entity Crime Statement and have it notarized.
- 10. Proof of Insurance: Include proof of insurance containing **a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the DISTRICT and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the DISTRICT, and their officers, directors, agents, and employees as "additional insured".** Attach to the back of your submittal.
- 11. Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- 12. **Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- 13. **IF "NO BID" is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**



BID FORM

ITB NAME: _____ ITB NO: _____

Submitted By: _____ Date: _____
(BIDDER)

A. SCOPE OF WORK

The scope of work consists of contracting with one or more qualified firms to provide fresh delivered pizzas on a weekly or biweekly basis at participating school sites from in compliance with USDA National School Lunch Program rules and regulations. Pizza shall be prepared and delivered fresh and hot to each participating school, at least once per week, between the hours of 11AM and 2:00PM, effective from award through June 30, 2023 with two (1) year renewal options.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners. Firm shall not include Martin County School District as a reference.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the DISTRICT to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the DISTRICT within ten (10) days after the date of DISTRICT'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
 - c. BIDDER has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the DISTRICT is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.



5. Communications concerning this Bid shall be as follows:

Contact Person _____
Business Address _____
City, State, Zip Code _____
Business Phone Number _____
Email Address _____
Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____
Federal Tax ID# _____
Federal Employment ID # _____



SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, the cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The District intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Price shall be inclusive of all costs including all profit and overhead, ingredients, incidentals, all labor, packaging, delivery, supervision, equipment, tools, materials, and other means necessary to successfully complete the services herein.

Item#	Description Not < than 14" Diameter	Estimated Qty	UOM Pie	Unit Price	Annual Total
1	Cheese Pizza	100	EA	\$	\$
2	One (1) Topping	200	EA	\$	\$
3	Two (2) Toppings	115	EA	\$	\$
4	Three (3) Toppings	100	EA	\$	\$
5	Specialty	50	EA	\$	\$
Overall Grand Total (Annual Total Item #'s 1 + 2 + 3+ 4+5 =)					\$
Estimated quantity is for bid evaluation purposes and shall not be construed as a guarantee of goods. Actual quantities needed may vary depending upon priorities and budgeting					

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this _____ day of _____, 2022.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT A MANUAL OR DIGITAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.



PARTICIPATION LIST

PARTICIPATING SCHOOL/CENTER	DELIVERY ADDRESS	STORE INFO SERVICING SCHOOL
Anderson Middle School	7000 SE Atlantic Ridge Dr Stuart, FL 34997	Name Address Phone No Fax No. Email Address
Hidden Oaks Middle School	2801 SW Martin Hwy Palm City, FL 34990	Name Address Phone No Fax No. Email Address
Jensen Beach High School	2875 NW Goldenrod Rd Jensen Beach, FL 34957	Name Address Phone No Fax No. Email Address
Martin County High School	2801 S Kanner Highway Stuart, FL 34994	Name Address Phone No Fax No. Email Address
Murray Middle School	4400 SE Murray St Stuart, FL 34997	Name Address Phone No Fax No. Email Address
South Fork High School	10000 SW Bulldog Way Stuart, FL 34997	Name Address Phone No Fax No. Email Address
Stuart Middle School	575 SE Georgia Ave Stuart, FL 34994	Name Address Phone No Fax No. Email Address



PIZZA ORDER FORM (EXAMPLE)
SCHOOL CAFETERIA DELIVERY ADDRESS
PURCHASE ORDER NO.

<u>TYPE OF PIZZA</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>	<u>TOTAL PRICE</u>
CHEESE				
1 TOPPING				
2 TOPPING				
3 TOPPING				
SPECIALITY				

SCHEDULED DELIVERY TIME

FAX ORDER TO:

EMAIL ORDER TO:

APPROVED SIGNATURE _____

ORDER DATE: _____ TIME: _____

CONTRACTOR:

SERVICE LOCATION

ORDER RECEIVED: _____ TIME: _____

BY: _____ TITLE _____



**NUTRITIONAL ANALYSIS FORM
COMPLETE A NUTRITIONAL ANALYSIS FORM FOR EACH ITEM**

Instructions: Complete form for appropriate product. Fill in each line. Use one form per item on Price Sheet. Attach list of ingredients and specification sheet. Complete signature, title and phone number.

Pizza Name by Proposer: _____

Pizza Size: 14"

Pizza Type (Meat/Cheese/Veggie/Other) _____

Pizza Weight, per slice average: (enter information only for the item circled above)

Weight of Cheese _____ oz. Weight of Pepperoni _____ oz.

Weight of Vegetables _____ oz.

Weight of Dough _____ oz.

Average Weight of Cooked slice _____ oz.

Nutrient Analysis	Per Slice
Calories (kcal)	
Protein (gm)	
Total Fat (gm)	
Saturated Fat (gm)	
Trans Fat (gm)	
Monosaturated Fat (gm)	
Polyunsaturated Fat (gm)	
Calories from Fat	
% Calories from Fat	
Carbohydrates (gm)	
Total dietary fiber (gm)	
Total sugars (gm)	
Cholesterol (mg)	
Calcium (gm)	
Iron (mg)	
Sodium (mg)	
Vitamin C (mg)	
Vitamin A (IU)	
Or Vitamin A (RE)	

Signature, Date _____

Printed Name, Title _____



CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 2022, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 2022, between the Martin County School District, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 2022 by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 2022, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 2022, between the Martin County School District, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2022.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 2022 by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: MBE SFDB MWBE DVBE SBA Other
(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Vendor in this type of work: _____

Number of years under your present business name?

3. How many years under a previous business name? List name(s) below.

4. Type of Business:

Sole Proprietorship Partnership Corporation Joint Venture

If a Corporation, answer this: _____ If a Partnership or Individual Proprietorship, answer this: _____

Date of incorporation: _____ Date of organization: _____

In what State: _____ If a partnership, state whether partnership is general, limited association: _____

5. Firm must submit copies of their Food Safety regulation and inspection reports (Health Inspection) for the past two years



6. **Independent Franchises:** Orders may be filled from independently owned franchises where Bidder has the authority to respond on their behalf. Representative franchisees must identify one point of contact and site(s) address representing their group of franchises servicing Martin County School District.

7. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

**SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

8. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership			

Firm must submit copies of their Food Safety regulation and inspection reports (Health Inspection) for the past two years



Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

9. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

10. Other Office Locations – Location of other offices from which resources may be drawn.

11. Firm is a certified Minority Business Enterprise as defined in Florida Statute 287.09431, and proof is attached.
 Yes No

12. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

13. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

14. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution

15. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

16. Does your organization currently provide the goods and services to any governmental agency? _____. If so, please list.



17. Firm must submit copies of their Food Safety regulation and inspection reports (Health Inspection) for the past two years:

18. Contractor shall submit their written quality control program to ensure requirements of the contract are provided such as: record of response, performance, employee health and sanitation procedures.

19. Firm must include ingredients with Nutritional facts (analysis) for each item submitted. One copy of the Nutritional Analysis form is required per pizza submission.

20. Firm must provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein.

21. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

22. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work.

Name	License#	Type of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

25. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

26. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.



The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the DISTRICT to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the DISTRICT and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the DISTRICT and persons, or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

Print Name/Title

Date:

Signature

Email:



REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners. Firm shall not include Martin County School District as a reference.

#1 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

#2 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

#3 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 2022 by _____ who is personally known to me or who has presented the following type of identification: _____.

SEAL

Notary Public (Signature), State of Florida

My Commission Expires: _____



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	MCSB Title or Position of Bidder's Employee	MCSB Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by BIDDER who are also an employee of MCSB.
- I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of MCSB, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE ITB'S: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB 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 ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under ITB 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 ITB, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

(Print or Type Name)



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an 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 vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

Insufficient time to respond to solicitation

We do not offer this product/service or equivalent

Our project schedule would not permit us to perform

Unable to meet specifications, please explain _____

Unable to meet requirements, please explain _____

Specifications unclear, please explain _____

Other, please specify _____

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE MCSB FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date