Primary Sponsor

Boys & Girls Clubs of Martin

**REQUEST FOR PROPOSAL**

**RFP DUE DATE: August 4, 2025**

**RFP DUE TIME: 5:00 PM**

**PROPOSAL DELIVERY LOCATION:** 551 SE Martin Luther King Jr Blvd

Stuart, FL 34994

**RFP TITLE:** **Summer/School Year Food Distribution**

**PRE-PROPOSAL CONFERENCE: No**

**DIRECT ALL INQUIRIES TO:** Jennifer Jones, Culinary Administrative Assistant

[**jjones@bgcmartin.**org](mailto:jjones@bgcmartin.org), 772-545-1255

**NOTICE TO ALL INTERESTED PARTIES:** Subject to the conditions, provisions, and the enclosed specifications, sealed proposals will be received at the above delivery location until the stated date and time.

Proposals received after the stated date and time, whether presented in person, received by U.S. Mail, or by any other delivery method, will not be accepted.

Boys & Girls of Martin County reserves the right to retain all proposals for 120 days and to reject any and all and to waive any informalities and/or irregularities thereof.

**Boys & Girls Clubs of Martin**

**REQUEST FOR PROPOSAL**

**Summer/School Year Food Distribution**

All sealed proposals to establish a contract for a Primary Distributor must be mailed directly to: Boys & Girls Clubs of Martin, Attn: Jen Jones, no later than 5:00 PM on **August 4, 2025**. Or can be dropped off in person, sealed to 551 SE Martin Luther King Jr Blvd, Stuart, FL 34994

Please note that the receipt of the proposal means DELIVERED AND RECEIVED by the stated date and time. NO proposals will be delivered to the building. Any proposal mailed but not delivered by the indicated date and time will not be considered as received for this solicitation process. Proposals must be delivered in a SEALED package with RFP – Culinary 2025-2026, and opening date/time clearly marked on the outside of the package.

**Notice to Proposers**: You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

Proposals will not be accepted or considered after the above specified time and date.

**Submission Requirements**: Proposal envelopes shall be sealed and identified as specified below:

j0234446

**FROM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| --- | --- |
| RFP NAME: | **Summer/School Year Food Distribution** |
| TO BE OPENED: | **10:00 AM – August 5, 2025** |
| AND ADDRESSED TO: | Boys & Girls Clubs of Martin  Attn: Jen Jones  551 SE Martin Luther King Jr. Blvd  Stuart, Florida 34994 |

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1. **OVERVIEW**
   1. **Purpose**: Boys & Girls of Martin County, hereafter referred to as the "Sponsor” or "BGCMC", is seeking proposals from qualified firms to establish a “cost “plus fixed delivery fee per case annual contract with the Sponsor for a primary distributor to deliver food and non-food products to individual sites throughout Florida, participating in USDA National School Lunch Program (NSLP) and National School Breakfast Program (NSBP), Summer Food Program (SFSP), Child Care Food Program (CCFP), afterschool program.
      1. During the tenure of the contract, each Sponsor delivery location will place its orders. It shall be the sole responsibility of the ordering sites to receive, inspect, accept, and pay for its orders. Prices stated in this contract shall apply uniformly to all members of the Sponsor.
      2. At times, it may be necessary to add a new member to the Sponsor. The successful Proposer shall understand that any new members shall be entitled to order from this contract and shall further be entitled to use the same terms and conditions offered to existing members.
   2. **Sponsor Profile**: The Sponsor feeds over 3,000 meals each day, lunch and breakfast, to students and staff participating in the NSLP, SFSP and CCFP.
2. **EVALUATION OF PROPOSAL**
   1. BGCMC expects to consider responses from Proposers who meet the following minimum standards and can provide services to meet the requirements of the Sponsor.
      1. The Proposer's ability to integrate all the requested criteria.
      2. Contract representative readily available to service BGCMC on a day-to-day basis. The Sponsor reserves the right to approve the contract representative.
      3. Meets the requirements as outlined in "minimum qualifications/ experience".
      4. Able to complete the expected contract term in full compliance with this RFP.
   2. **Weighted Criteria:**
      1. The following factors will be considered when evaluating proposals:

|  |  |  |
| --- | --- | --- |
| **Item #** | **Description** | **Weight** |
| 1 | **References**: Background of the proposer, including professional qualifications, experience in the K12 foodservice industry, years in business, and references. | 10 |
| 2 | **Capability**: Ability to procure, store, and deliver bid items in the volumes necessary to service all sites in the manner described in the RFP. | 30 |
| 3 | **Cost/Value**: Price and cost effectiveness. | 40 |
| 4 | **Quality**: Proposer’s commitment to customer service, flexibility, and support. | 10 |
| 5 | **Reporting Ability**: Monthly usage reports, food safety, recalls, and audits. | 10 |
|  | **Total: (may not necessarily equal to 100):** | **100** |

* + 1. The award will be made to the Proposer submitting the proposal with the highest overall point value and that best meets the Sponsor’s specifications and requirements.
    2. BGCMC will establish a review committee to review and score the proposals submitted. The committee will make a recommendation on which Proposer they selected as being the most advantageous to the Sponsor and who can provide food and non-food products to sites as specified herein
    3. The selection may be made without discussion with the Proposer(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.
    4. There will be no interim briefing regarding the status of a particular proposal until the evaluation of all proposals is complete.
  1. **Time Schedule**: The dates below are set for the convenience of the Sponsor. BGCMC reserves the right to change the dates below when it is in its best interest. Date changes will be emailed to the responding Proposer(s).

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| --- | --- |
| **July 28, 2025** | Last Day to Request Additional Information or Clarification |
| **July 29, 2025** | Addendum Issued for Additional Information or Clarification |
| **August 4, 2025** | Proposal Due Date 5:00 PM |
| **August 4, 2025** | Distribution of Proposals to Committee |
| **August 5, 2025** | Committee meeting 10:00 AM |
| **August 5, 2025** | SFA recommendation to FDACS and FDACS review - |
| **August 8, 2025** | Award Date |

* 1. **Proposal Submission:** To maintain comparability and consistency in the review and evaluation of responses, all proposals shall be organized as specified below. All proposals must be written using Arial Unicode MS font type, twelve (12) font size, and single-spaced sentences. Avoid using elaborate promotional materials and provide only the necessary information. All supporting materials should reference the portion of the RFP to which they pertain. Please mail one (1) original (hard copy) and one (1) copy on a thumb drive. Please email one (1) electronic proposal to Jen Jones at the address listed on page 1. BGCMC is not responsible for discrepancies or inconsistencies provided in the Proposer responses. Proposals that do not meet the requirements below will be deemed non-responsive. Non-responsive proposals will receive no further consideration.
  2. **Table of Contents**: Please clearly outline and identify the material and responses by tab and page number. Outline the significant areas of the proposal in sequential order, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
  3. **Tab 1 - Cover Letter**: Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. A person authorized to commit the Proposer's organization to perform the services outlined in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. Include the following signed forms:
     1. Certificate of Price Determination
     2. Addenda and Proposal Form
     3. Dispute Resolution Clause
     4. Fair Labor Standards Act - "Hot Goods"
     5. Public Entity Crimes
     6. Federal Debarment Certifications -USDA form
     7. Drug Free Workplace -USDA form
     8. Copyrights
     9. Patents
     10. Certificate of Insurance
     11. Copy of all applicable licensing
     12. Summary of proposer’s food safety recall procedures
     13. Provisions for Non-Federal Entity Contracts under Federal Awards

In this section, demonstrate your Proposer's familiarity with procurement and delivery services.

* 1. **Tab 2 - Qualifications**: Summarize the qualifications of the Proposer. Where the project team includes subcontractors or subconsultants, the qualifications of the proposed subcontractors or subconsultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of the BGCMC contract.
  2. **Tab 3 - References**: Please provide the three (3) largest accounts or completed projects by filling in the top portion only of the Reference Release Form (Section 15, page 30). You will have to make two copies of the blank form to have three totals. Include the name of the customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. The Sponsor may contact these references during the evaluation process. BGCMC may utilize information from other references to determine a Proposer's capability and performance history. Negative references, in BGCMC's sole discretion, may be cause for disqualification of the Proposer.
     1. The Sponsor reserves the right to contact all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.
  3. **Tab 4 - Scope of Services**: The Proposer must acknowledge agreement with the requirements in Section 5; indicate any exceptions to the Scope of Services of the RFP, or alternatives for the Sponsor to consider. Summarize your approach and understanding of the services and any special considerations of which the Sponsor should be aware. Provide a comprehensive implementation plan.
  4. **Tab 5 - Pricing**: Complete Section 16, page 31, as requested, plus Price Response Sheets (Attachment C).
  5. **Tab 6 - Customer Support Services**: Explain your company's policy regarding quality assurance/quality control.
  6. **Tab 7 - Appendices**: The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials to those that will be helpful to the Sponsor in understanding the services provided for this specific contract.
  7. **Proposal Format**: All proposals must be prepared and submitted according to the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal, which follows the requirements of the RFP, including all documentation and supporting exhibits, is submitted promptly and has the appropriate signatures as required on each document. Failure to comply with these requirements will deem your proposal non-responsive.
  8. **Public Record**: Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected. They must state the reasons why such exclusion from public disclosure is necessary and legal. The Sponsor reserves the right to make any final determination of the applicability of the Public Records Law.
  9. **Questions**: Any Proposer with additional questions or in doubt as to the true meaning of any part of this RFP or related document(s) may submit a written request for clarification to the contact person indicated on page 1 via email, no later than the “Last Day to Request Additional Information or Clarification” identified in Section 2.3 Time Schedule. Any interpretation of a Proposer shall be made only by addenda duly issued. Addenda will be issued and emailed to interested proposers on July 29, 2025.
     1. The email request must contain the Proposer's name, address, telephone number, and facsimile number.
     2. Before submitting the proposal, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, acknowledge them in Section 8, page 32, for attachment to their proposal.
  10. **Addenda**: BGCMC will issue responses to inquiries and any other corrections or amendments it deems necessary in the written addenda issued before the proposal due date. Proposers should not rely on any statements other than those made in this RFP or any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
  11. **Proposal Due Date**: BGCMC will receive sealed proposals until the date and time indicated on the cover sheet. Proposals must be delivered at the stated address, and receipt will be recorded at the stated date and time. Proposals received in unidentifiable envelopes are sent at the Proposer's risk, and BGCMC will assume no responsibility as to receipt. Proposals received after the date and time indicated on the cover sheet will be date- and time-stamped received and returned to the Proposer. It will be the Proposer's responsibility to get the proposal to the correct location and on time.
      1. An officer of the company who is legally authorized to enter a contractual relationship in the name of the Proposer or business entity must sign the proposal.\
  12. **Purchase Order:** The award of the proposal shall not constitute an order. Before any shipments are made, Proposer must receive a purchase order from each participating school delivery location. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
  13. **Tie Proposal:** In the event of a "tie" proposal, the award will be decided in the following descending order until the "tie" proposal has been resolved:
      1. Business that certifies that it has implemented a drug-free workplace by the provisions of Florida Statute 287.087.
      2. Flip of a coin.
  14. **Contract Award**: The recommended award will be posted for review by interested parties on Monday, August 11, 2025, on the bgcmc.org website.
      1. RFP tabulations, recommendations, or notices will not be automatically mailed/emailed.
  15. **Protest**: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

1. **GENERAL TERMS AND CONDITIONS**
   1. **Rejection of Proposal**: BGCMC, at its sole and absolute discretion, may reject any or parts of any proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or the proposals received as a result of this RFP.BGCMC also reserves the right to request clarification of information from any Proposer(s).
   2. **Proposal Cost**: All expenses involved with the preparation and submission of proposals to BGCMC, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
   3. **Formal Contract**: This RFP and the related responses of the selected Proposer will constitute the basis of the formal contract between the Proposer and BGCMC. No modification of this RFP, except by an addendum issued by BGCMC, shall be binding on BGCMC.
   4. **Appropriation of Funds**: It is understood and agreed between the parties hereto that the Sponsor shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, the Sponsor shall notify the awarded vendor of such occurrence, and this RFP shall terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to the Sponsor of any kind whatsoever.
   5. **Conflict of Interest**: The award made according to this RFP is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the Sponsor. Further, all Proposers must disclose the name of any BGCMC employee(s) who owns directly, or indirectly, an interest of five (5%) percent or more in the Proposer or any of its branches or subsidiaries.
   6. **Florida Sunshine Law**: Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
   7. **Discrimination**: Any party shall permit no discrimination under this engagement as to race, sex, color, creed, national origin, or handicap.
      1. Any Proposer or affiliate who has been placed on the Florida State’s discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity.
   8. **Failure to Contract**: Should any Proposer fail to enter a contract with BGCMC based on the submitted proposal by said Proposer, Proposer acknowledges that Proposer shall be liable to the Sponsor for the difference between such a bid price and the price BGCMC pays to secure the merchandise from another source.
   9. **Legal Venue**: Venue for all legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Martin County, State of Florida. The laws of the State of Florida shall govern this transaction. The Proposer or awarded vendor agrees that all notices, pleadings, and processes may be made by serving two (2) copies of the same upon the District Court, Martin, Florida, and by mailing, by return mail, an additional copy of the same to the Proposer or awarded vendor at the address shown herein. Service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.
   10. **Withdrawal of Proposal**: No Proposer may withdraw their submittal for a period of one hundred twenty (120) days after the date of opening, unless authorized by BGCMC.
   11. **Accounting and Invoicing:** BGCMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Due 45 days from the date of delivery or receipt of a satisfactory invoice, whichever occurs later, unless invoices specify early payment discounts. All costs, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All accounting and invoicing correspondence must reference a BGCMC purchase order number.
       1. Once awarded, each school will submit an approved purchase order to its assigned vendor before accepting or processing an order. No other version of a purchase order is acceptable. The approved purchase order will be valid for the dates designated by the accounts payable representative.
       2. Invoices must be generated on the date of delivery and include the school’s name, school ID, shipping address, and billing address listed in 3.13.3. (below)
       3. All vendor invoices must be submitted weekly or monthly for prompt payment to the following address:

Boys & Girls Clubs of Martin

Attn: Payable Accounts

11900 SE Federal Highway

Hobe Sound, FL 33455

* + 1. Alternatively, invoices may be sent via email to jjones@bgcmartin.org. The accounts payable is the primary point of contact for billing. It is recommended that the food service staff be copied on the billing communication email.
  1. **Credits**: The successful vendor shall agree to accept, for full credit, the return of any item which the food service personnel find to be defective in quality, expired, or faulty in packaging to render the item unusable for its intended purpose.
     1. Products rejected at delivery are to be credited by marking through the individual product on the original invoice. Both the cafeteria manager and the delivery person will initial the changes. The cafeteria manager will adjust the invoice by subtracting the value of the rejected product from the total due. For price discrepancies or a product found to be defective after delivery, the successful vendor will issue a credit memo. The credit memo refers to the original invoice number and is issued within five business days of the request.
  2. **Indemnification**: Upon notification of award, the Awarded vendor shall indemnify and hold harmless the Sponsor as specified in Florida Statutes Section 725.06. Nothing in the prize, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges, and immunities of the Sponsor as outlined in Florida Statutes.
  3. **Trade Secrets**: All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as a "Trade Secret" shall be submitted in a separate envelope and clearly labeled as such. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.
  4. **Safety**: The Sponsor will monitor and enforce compliance by all Awarded vendors and subcontractors that provide services and/or products to the Sponsor.
     1. It is the intent of the Sponsor that all awarded vendors and subcontractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to Sponsor operations. The awarded vendor may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the awarded vendor's safety manual and operations may be conducted. The Awarded vendor and their employees, including sub-contractors, performing work under the terms of this contract, will always follow safe working practices, as well as comply with all Federal, State, Local, and Sponsor safety policies and procedures. This includes the operation of vehicles and equipment on Sponsor-owned property. Any accidents, injuries, or incidents occurring on Sponsor property shall be immediately reported to the Sponsor.

**Material Safety Data Sheets (MSDS)**: In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have published *Material Safety Data Sheets*. For all sanitation items in Group B on the Price Response Sheets, BGCMC requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment that uses the same. Each MSDS must be written in both English and Spanish and include information regarding the specific chemical identity of the hazardous chemical(s) involved, as well as their common names. One (1) copy shall accompany the product shipment, and the other copy must be sent to:

Boys & Girls Clubs of Martin

Attn: Culinary Department

11900 SE Federal Highway

Hobe Sound, FL 33455

* 1. **Assignment**: Successful Proposer, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor, or company, nor shall they assign any money due or to become due to them hereunder, without the previous written consent of BGCMC. BGCMC may transfer this contract to any successor performing the same functions. Both parties acknowledge that BGCMC may transfer any or all of its interest in this contract to any successor of BGCMC.

1. **SPECIAL PROVISIONS**
   1. **Contract Term/Option to Renew**: The initial term of the contract shall be for a one (1) year period following approval.
      1. **Initial Term**: The initial term of the contract shall be from August 8, 2025, through August 7, 2026. The anticipated award date is August 8, 2025.
      2. **Renewals**: This contract may be renewed for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one hundred twenty (120) days before expiration of this contract.

* This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will result in this contract expiring on the original or mutually agreed-upon date.
* Upon mutual agreement, this contract may be renewed beyond the four (4) one-year periods for a period not to exceed 180 days
  + 1. **Fixed Fee Price Escalation**: The fixed delivery fee per case shall be firm against any increase for at least one (1) year from the effective date of this proposed contract. After this date, the fixed fee per case will be evaluated annually during program review (see Section 6.6). Any proposed price escalation by the vendor at the time of program review must be based on pertinent market data/indexes. Price de-escalation may be offered to, or requested by, BGCMC at any time during this contract.

BGCMC reserves the right to accept or reject requests for a fixed fee price increase within thirty (30) days after receipt. If the price increase is approved, the price will remain firm for at least one (1) year from the date of the rise. Price de-escalation may be offered to BGCMC at any time during this contract.

* 1. **Contract Termination**: Either the SFA or the Vendor can terminate this contract for cause or for convenience with a sixty (60) day written notification. The SFA can terminate the contract may be terminated in whole or in part when it is in the best interest of BGCMC. Notification of termination must be in writing and issued by the Sponsor or designee. Written notice of such termination will be provided not less than thirty (30) days before the date that such termination is to be effective, or with such lesser notice as BGCMC may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to BGCMC. In the event BGCMC shall elect to terminate this contract in whole or in part without cause, BGCMC shall compensate the Proposer for all work and services provided or supplied before the date of termination. Suppose an advance notice of termination is given. In that case, the Awarded vendor agrees to abide by and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awarded vendor shall have no further rights, and BGCMC shall have no further obligation to the Awarded vendor, after the date of termination of this contract as specified in the written notice.
     1. Should it become necessary for BGCMC to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.
  2. **Residual Inventory at Contract Termination**: Because of the nature of this RFP, the awarded distributor may be required to stock items not usually maintained in inventory. These items are termed “Special to the Contract”. Thus, if a Distributor should not be successful in securing the contract for the next period or if the contract is otherwise terminated, the Sponsor will purchase items designated “Special to the Contract” at the most recent contract cost(s) as approved by the Sponsor. Purchases of this type are limited to a 30-day supply as determined by BGCMC. BGCMC must be provided with an in-and-out inventory report of items “Special to the Contract” going back at least 60 days before the date of contract termination. This report will indicate receipts and drawdowns to determine the ending quantities. The purchase of residual inventory stock will apply only to undamaged, currently dated items that are not in inventory because of a substantial order placed without BGCMC approval during the period following the award of a new contract. This requirement may be voided if the contract is terminated by the distributor or is terminated for cause by the Sponsor.
  3. **End of Contract Inventory Transfer**: At the end or termination of this contract, it is the incumbent Distributor’s responsibility to transfer and deliver any inventory consigned to the Sponsor to the “new Distributor”, at no cost to BGCMC. The new Distributor will accept all deliveries of undamaged inventory for all products that are currently dated. Damaged and/or expired products will not be accepted by the “new Distributor.”
  4. **Minimum Qualifications/Experience:** Proposers must have the capacity to procure, store, and deliver the merchandise requested in this RFP in the volumes necessary to administer the provisions of any resulting contract efficiently. The facilities and operating practices must always comply with all Federal laws, as well as state and local statutes, regulations, and ordinances. The awarded vendor shall maintain a current business license. The Awarded vendor shall keep all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions hereunder, and shall pay promptly when due all such fees. The awarded vendor shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. BGCMC reserves the right to request documentation at any time during the contract period.
     1. Proposer(s) shall include a copy of all applicable licensing with their proposal.
  5. **Inspection of Proposer's Facilities**: The Sponsor reserves the right to inspect the Proposer's facilities and vehicles before awarding this contract anytime during the duration of the contract.
  6. **BGCMC Facility Security**: All personnel must coordinate with the facility's front office or security personnel. Awarded vendors' employees must be adequately identified and sign in and out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
     1. It shall be the sole responsibility of the Awarded vendor performing services for this contract to safeguard their materials, tools, and equipment. BGCMC shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
  7. **Jessica Lunsford Act:** To comply with **§** 1012.465 and 1012.467, Florida Statues, the “Jessica Lunsford Act”, all vendors meeting any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, (iii) have access to or control of school funds, will be required to be Level II fingerprinted and screened which consists of a FDLE/FBI search, all individuals will be required to have the statewide JLA badge. Successful distributor will be required to submit copies of JLA badges, within ten (10) days of award, for all drivers/employees who will be delivering to BGCMC sites.
     1. If no personnel meet any of the above criteria, the law does not apply and no action is required.
     2. BGCMC will accept either, the use of the “six (6) foot fence” rule or JLA statewide badges. Contract employees who work, and at all times remain, in an area separated from students by a chain link fence that is at least six feet high, will not be subject to fingerprinting and background screening requirements. Contractors to whom this exception applies will be responsible for maintaining the required fence and for ensuring that workers do not enter any part of the school site that is beyond the wall. Failure of the Contractor to meet this requirement will void the Contractor’s exemption.
  8. **Contractor’s Personnel**: Contractor’s staff members are to present a professional appearance. Personnel shall be neat, clean, well-groomed, properly uniformed, and conduct themselves respectably and courteously while performing duties and while at any BGCMC facility.
     1. Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each employee performing work for BGCMC must carry a picture ID issued by the State of Florida (driver’s license or state-issued ID) that shall be presented upon request while on BGCMC property. This provision will be strictly enforced.
     2. All participating sites are tobacco-free campuses. The use of tobacco products, including smokeless tobacco, is not permitted on school grounds.
     3. Awarded vendor(s)’ personnel shall not play loud music, make unnecessary noises, or use language that offends others.
     4. The Awarded vendor(s) shall not use any Day Labor or temporary workers at any BGCMC facility. This includes all personnel added after the award. Failure to comply with this specification may result in the immediate termination of the award and the imposition of liquidated damages.
     5. The employment of unauthorized aliens by any Vendor is considered a violation of Section 247A (e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.
     6. Possession of firearms will not be tolerated on BGCMC property; nor will violations of Federal and State laws and any applicable BGCMC policy regarding Drug Free Workplace be tolerated. Violations will result in the immediate termination of any contract arising from this RFP.
     7. “Firearm” shall mean any weapon (including a starter gun or antique firearm) which can, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
     8. No person who has a firearm in their vehicle may park their vehicle on BGCMC property.
     9. If any employee of a Vendor or Sub-contractor is found to have brought a firearm on BGCMC property, said employee will be terminated from the BGCMC contract by the Vendor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor’s agreement with the Vendor for the BGCMC contract shall be terminated. Suppose the Vendor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee. In that case, the Vendor’s agreement with BGCMC shall be terminated.
  9. **Contract Administration**: BGCMC will periodically inspect the services rendered to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Distributor shall be notified as follows:
     1. An initial notification requiring that any discrepancies, inconsistencies, or items not meeting the specifications herein are to be corrected immediately at no additional cost to BGCMC. The notification will require a written response from the Distributor to describe the steps to be taken to correct the noted deficiencies.
     2. A second discrepancy notice shall serve as notification that the discrepancies, inconsistencies, or items not meeting specifications contained herein will result in termination of the Distributor’s right to proceed further with the provision of products and/or services rendered. In such an event, the Distributor will be paid only for services rendered. The Distributor and their supervisors may be liable to BGCMC for any additional costs incurred by BGCMC to complete the job. At this point, the Distributor shall be considered in default, and the contract shall be subject to termination. Performance ratings may be considered during the award of future contracts by BGCMC.
  10. **Contractor Default**: Failure of the Awarded vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the agreement, at the discretion of the Sponsor.
  11. **Award Upon Cancellation:** Upon cancellation of any ensuing agreement, the Sponsor reserves the right to award the contract to the responsible Proposer, offering the following highest rated proposal to the Sponsor for the unexpired term of the canceled contract, or for a whole year period, whichever is deemed to be in the Sponsor's best interest.

1. **SCOPE OF SERVICES**
   1. The Sponsor is seeking proposals from qualified firms for establish a “cost” plus fixed delivery fee per case annua contract for a primary distributor to deliver food and non-food products to individual participating sites throughout Florida, for use in the National School Lunch Program (NSLP) and National School Breakfast Program (NSBP), CCFP after-school program. The successful proposer will be responsible for, but not limited to:
      1. Competitively procure items listed in Attachment C, as well as any additional product(s) requested by BGCMC.
      2. Deliver weekly to all sites listed in Attachment A.

This request for proposal contains the following three (3) groups for pricing. All products within each group must be competitively bid, and the acceptable brand or equivalent product, where requested, must be sold to the Sponsor by Section 5.16. Only one manufacturer’s brand and code number may be bid for each item.  The brand specified on the price response sheets shall be the product that will be delivered.

**Group A – Cooler, Dry Storage, and Frozen Foods**

**Group B – Paper and Sanitation Products**

**Group C – Open Market Cost Items**

* 1. **Submittal of Proposal:** Qualified Proposers must submit a cost price and fixed delivery fee per case or broken delivery fee to deliver items in Groups A, B, and C on the Price Response Sheets (Attachment C). For instructions on completing price response sheets, refer to Attachment B.
  2. **Award:** To be considered for an award, Proposers must bid on all items in each group on the Price Response Sheets (Attachment C) and be able to service ALL delivery sites listed in Attachment A.
  3. **Estimated Annual Combined Expenditure**: The Sponsor estimates that annual purchases will be an approximate value of $1,000,000.00. This represents historical purchases for 12 months. Estimated usage on individual bid items is based on historical purchases for a ten (10) month period. All parties should understand that any contract established as a result of this request for proposal will not oblige BGCMC to receive any quantity less than or greater than the actual requirements. There will be no minimum order stipulation for any bid item.
  4. **Distributor Relationship**: Under the arrangements of this contract, the successful vendor must “look out” for the *best interest* of BGCMC concerning the following, but not limited to:
* Make purchases of specified bid items at the lowest price (including freight)
* Interface with packers on problems relating to products and quality
* Provide, promptly, weekly and/or monthly pricing for open market cost items in Group C
* Provide, promptly, the necessary documents for product usage and price changes
* Communicate effectively and promptly with BGCMC concerning shortages, errors, pricing mistakes, ordering issues, and delivery problems
* Pass on to sites all manufacturers’ discounts and allowances as described in Section 6.19
  1. **Program Review**: The parties shall conduct, at minimum, semi-annual reviews to discuss and monitor the implementation of this contract and evaluate ways of improving its day-to-day operation and achieving operational and cost efficiencies. Participants in such reviews shall include representatives from BGCMC, as well as representatives from the distributor.
  2. **New and/or Additional Products**: BGCMC intends to meet with the contract representative periodically to evaluate any new and/or additional products. New products must be tested and recommended by BGCMC before shipment. Any requests for new and/or additional products introduced by the Distributor must include product specifications, pricing, and data sheets for review and consideration.

6.8.1 BGCMC desires to have the awarded distributor host one or two annual trainings at their facility for sites and a “mini” food show once per year to present new products to the Sponsor that meet NSLP/NSBP requirements.

* 1. **Contract Representative**: A contract representative who is responsible for handling and resolving **all** contract-related issues will need to be assigned by the vendor. A local or toll-free phone number and email address must be provided. The representative shall be required to be available between 7:00 am and 4:00 pm, Monday through Friday, except school holidays or closing days.
     1. The contract representative shall provide exceptional customer service to Sponsor, to include, but not limited to, coordinating the ordering, pricing, and delivery of all products, as well as assisting in selecting and managing products for all menus. Screen orders once submitted, discuss orders with individual sites site managers, address substitutions and shortages, facilitate the approval of substitutions, finalize orders for delivery, and verify invoices for shortages, errors, and pricing mistakes. The contract representative shall also be responsible for effectively interacting with individual sites site managers, BGCMC administrative staff, and/or their designee.

Contract Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Local or Toll-Free Number (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. Awarded vendor will also need a contact representative who will submit weekly and/or monthly item price increases to the Sponsor or their designee. This representative may or may not be the contract representative stated above, but they must be available between 7:00 am and 4:00 pm, Monday through Friday, or whenever deemed necessary by the Sponsor.

Contract Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Local or Toll-Free Number (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Delivery:** 
     1. The successful vendor will provide a written delivery schedule. The anticipated beginning delivery date in the week of August 11, 2025, will vary by county. A successful proposer will be required to contact the Culinary Director before creating a written delivery schedule to discuss a weekly delivery day and time that is acceptable. School calendars will be provided to the successful vendor upon award of the bid.
     2. During the regular school year, approximately seven school sites will require twice-weekly delivery. Deliveries shall be completed Monday through Friday, except on school holidays or public holidays. The Sponsor intends to offer sites the option of a nightly “Key Drop” delivery or a daytime delivery. If a Key Drop is chosen, all food safety and security requirements will be required before the first delivery. When school holidays fall on a scheduled delivery day, deliveries will be made either on the next school day or the preceding school day. Any delivery schedule changes must be submitted in writing, at least two weeks in advance, to the sites site manager for approval before implementation.
     3. Deliveries made outside established delivery time frames, without prior approval from the site manager, shall not be tolerated and are a reason for contract termination.
     4. Excessive late deliveries may be cause for contract cancellation.
     5. All delivery personnel, i.e., drivers and helpers, must sign in and out on the “Visitor’s Log” in the cafeteria at each site at the time of delivery. Drivers and their helpers shall deliver merchandise into designated areas at each school. Key Drop drivers are required to place all merchandise into designated areas. No items are to be left outside their proper storage area.
     6. All products must be in prime condition at the time of delivery and delivered under clean and sanitary conditions. Deliveries are to be made in trucks capable of maintaining frozen products at 32 degrees Fahrenheit or below, refrigerated products at 35-40 degrees Fahrenheit, and dry products that are clean, dry, with no or minimal damage to packaging, and not often or excessively damaged.
     7. At the time of delivery, produce must be top quality, fully mature, and in good commercial condition, with the appropriate texture, juiciness, and firmness by its type and varietal attributes. Unless otherwise indicated, all whole fruits and vegetables must have less than five percent (5%) decay at the point of acceptance. Processed products must have less than three percent (3%) decay at the point of acceptance. If excessive spoilage is noted, the product will be rejected and must be replaced within 48 hours; otherwise, full credit will be given. Unless otherwise specified, produce must be U.S. No. 1 grade. Producing items that are prepackaged and date-coded must have a minimum of ten (10) days remaining on the expiration date/code at the time of delivery. All produce items shall be delivered fresh, free of dirt, sand, or other foreign materials, and packed in clean cartons/crates.
     8. Special or intermediate deliveries will be required if any bid item is out of stock or the vendor fails to deliver the product on a regular scheduled delivery; in that case, re-delivery shall be made within 48 hours. If the vendor delivers an unsatisfactory product that is returned for credit, re-delivery of an acceptable product shall be made within 48 hours.
  2. **Receiving:** The site manager or designated receiver is required to verify prices, total quantities, and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Under no circumstances shall the successful bidder sell unapproved items or items not on the bid to school sites. Invoices/delivery tickets for unapproved products sold without prior approval from the Sponsor shall not be paid.
     1. Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the site manager and the delivery person will initial the changes. The site manager will adjust the invoice/delivery ticket by subtracting the value of the rejected product from the total due. For price discrepancies or products found to be defective after delivery, the vendor will issue a credit memo within five business days. The credit memo shall reference the original invoice/delivery ticket number and be issued within five business days of the request.
  3. **Definition of Cost Pricing**: Distributor’s cost shall mean the awarded price or, otherwise, the invoiced cost (net of any manufacturer’s promotional allowances reflected on the manufacturer’s invoice and not reduced by cash discounts, performance-based incentives, and marketing fees for services provided to suppliers). Refer to Section 6.19 “Discounts and Allowances” for additional information.
     1. After the opening of the proposals, BGCMC will review each item and its pricing. Compliance with all instructions and specifications will be verified to ensure that the offer is made following the terms of this request for proposal. If any errors in calculations are found, BGCMC will adjust the total delivered cost figure accordingly.
  4. **Decimals and Rounding**: Rounding of bid unit cost and total extended cost must be rounded to two digits.
  5. **Freight:** Invoiced freight costs associated with the delivery of the product to the vendor’s warehouse should be included in the vendor’s price of the item.
     1. Invoices that reflect additional freight charges to individual sites sites will not be paid. The site manager will adjust the invoice/delivery ticket by subtracting the freight charge from the total due.
  6. **Fuel Surcharges**: There will be no additional cost for fuel surcharges added to the delivery.
  7. **Pricing:** Qualified distributors must propose a unit cost, *to include all incurred costs associated with products*, on all bid items listed on the Price Response Sheets (Attachment C).
     1. **Pack size**: If a pack size decreases during the specified costing period, the fixed fee per full case must be prorated. For example, if a pack size of 48 units was specified and bid, and the pack size subsequently changes to 24 units, the fee for the 24-pack case will be ½ the fee for the 48-pack case. Should the pack size increase, the fixed fee shall remain the same. The Sponsor will require proof from the manufacturer that the pack size is changing.
     2. **Group A and Group B**: Cost pricing for bid items in Group A and Group B must be firm from the beginning of the contract term until August 08th, 2026. See Section 5.18, Notice of Price Changes.
     3. **Group C**: Cost prices for bid items in Group C may vary, weekly or monthly, depending on market conditions. The initial estimated bid unit cost for items in Group C shall be based on market conditions for the week of July 21, 2025.
        + When cost-effective, the Sponsor would like to menu and serve locally grown/raised agricultural produce to students and staff. The successful proposer shall submit and recommend seasonal “Fresh from Florida” produce items to BGCMC a minimum of sixty (60) days in advance of the month(s) they are available.
  8. **Subsequent Price Solicitations (Group A and Group B):** At the end of the initial pricing period and thereafter every six months, prices on items may increase or decrease. The successful distributor must resolicit pricing or accept a six-month price extension from manufacturers for items currently in use. Prices that the manufacturer has extended need not be rebid unless there is an indication that market prices have decreased or as directed by BGCMC. The distributor may petition for price increases every six months based upon published third-party market indicators. Price changes take effect on the first day of each six-month interval (July 1st and January 1st). The distributor cannot institute a price increase without prior approval from the Sponsor or documentation from the manufacturer.
  9. **Petition Procedures for Price Increases (Group A and Group B):** The successful distributor may petition for price increases once every six months **or** based on an emergency created by unusual market conditions. A third-party market indicator supporting the request for any and all price increases must be submitted with the written request to increase pricing. Petitions for price increases must be based on the cost of product only, the per case fee will remain the same. Petitions for increases may not be greater than the percentage increases in market publications.
  10. **Notice of Price Changes (Group A and Group B)**: The vendor shall submit all six-month price changes utilizing the approved Sponsor price change form (will be provided to the successful vendor). Price changes must be submitted at least thirty (30) days before the effective date. Manufacturer’s quotes from all solicitations must be attached to the price change form(s). Price changes will not be accepted unless the form(s) are accurately completed and submitted to the Sponsor and designee promptly, along with the manufacturer’s quotes.
      + - A successful distributor is not allowed to change pricing on any items in Groups A and B outside of six-month price periods without written approval from the Sponsor. Sites will check weekly invoices frequently for compliance.
        - Payment for weekly invoices that do not match bid pricing for the cost period will be held until credit memos are issued accordingly.
  11. **Discounts and Allowances**: Manufacturer invoices that reflect promotion allowances (i.e., one free with ten) and/or bid allowances shall be to the benefit of the Sponsor. Cash discounts, label allowances, and buying group rebates or allowances shall also accrue to the benefit of the Sponsor.
      1. Allowable Costs: Allowable costs will be paid from the nonprofit school food service account to the distributor net of all discounts, rebates and other applicable credits accruing to or received by the distributor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority; (ii)(A) The distributor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) The distributor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification; (iii) The distributor’s determination of its allowable costs must be made in compliance with the Departmental and Program regulations and Office of Management and Budget cost circulars; (iv) The distributor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the distributor to report this information on a less frequent basis than monthly, but no less frequently than annually; (v) The distributor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported before conclusion of the contract; and (vi) The distributor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
      2. Prohibited expenditures*: No* expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the distributor receiving payments over the distributor’s actual, net allowable costs.
      3. Notification of Incentives: The distributor must bring to BGCMC and the designee's attention all rebates, incentives, or any other form of discount that, in effect, lowers the cost to the distributor. The distributor must pass on to the BGCMC fair compensation for rebates or bill-backs from manufacturers.
  12. **Purchasing Practices/Bill Backs**: The primary role of the Primary Distributor is to purchase food and non-food products on behalf of the Sponsor. Purchases must be made on a competitive basis and in the most effective manner. The successful vendor must accept the manufacturer’s rebates/discounts/allowances and pass these onto the Sponsor to lower costs. The vendor cannot receive rebates or bill backs from manufacturers, which in effect reduces the cost prices to the vendor but not the Sponsor. To do so would be grounds for disqualification under this contract.
  13. **Product Standards**: When an acceptable brand is mentioned, it is not the intent of BGCMC to discriminate against any “equivalent” product of another manufacturer, but it does define a minimum specification for the product. In the absence of an acceptable brand, the proposer should bid a manufacturer’s brand that meets or exceeds the item requirements. Only one manufacturer’s brand and code number may be bid for each item.
  14. **Product Information**: Product specification sheets with meat and/or grain meal component crediting will be required by BGCMC for each food item on the Price Response Sheets. (Attachment C) After the award. If crediting information is not available, manufacturer’s statements are required.
  15. **Inventory Levels**: The successful proposer shall order supplies from sources in economical quantities and maintain inventories at ample levels to prevent out-of-stock situations
      1. Inventory Reports: An excess inventory report shall be submitted monthly to the Sponsor and designee. If these reports are not supplied within 30 days after the end of each month, the Sponsor will not be responsible for any expired or excess inventory during the contract term or at the end of the contract period.
      2. Items “Special to the Contract”: The successful proposer must pick up and purchase at current contract cost(s) any items deemed by the Sponsor as “Special to the Contract” from the previous distributor. No fees for pick-ups are allowed. All pick-ups must be completed by July 31, 2026.
  16. **Item Substitutions, Additions, and Changes**: Product substitutions due to out-of-stock situations should be held to an absolute minimum. Each item delivered must be of the acceptable brand or equal, packed, and sized as quoted on the Price Response Sheets (Attachment C). If the successful vendor is temporarily out of stock on a particular bid item, they must deliver an equal or superior product at an equal or lower price, with approval from the Sponsor. All outages must be submitted to the Sponsor, their designee, and site managers at least 24 hours before delivery. The fact that a substitute is being made should be clearly stated on the invoice/delivery ticket. An excessive occurrence of out-of-stock items may be cause for contract cancellation.
      1. For substitutions to be considered for discontinued items, the Sponsor will require proof from the manufacturer that the item is no longer available. Written notification to either the vendor or the Sponsor and designee is required for deleted items within 60 days of discontinuation.
      2. Under no circumstances shall the successful vendor sell unapproved items or items not on the bid to school sites. (excluding substitutions as stated in 5.24.1) Invoices for products sold without prior approval from the Sponsor shall not be paid
      3. BGCMC reserves the right to add, delete, or change bid items throughout the contract period. New items will be added via the following approved steps:
* New items being considered must be “tested” before being added to the menu. All “tested” items will be distributed to designated sites at no charge.
* Upon completion of the student taste testing, the Sponsor will notify both the manufacturer and the distributor to establish potential delivery dates.
  + 1. The Sponsor will submit new/change item request(s) to the distributor a minimum of sixty (60) days before placing them on school menus.
  1. **Audits**: On-site audits of selected items will be conducted a minimum of once per year to monitor conformance to contract pricing. An independent auditor chosen by the Sponsor will select the items to be audited. Initial and subsequent price solicitations will be reviewed. The awarded vendor must maintain records of all documentation regarding prices within this contract and all price changes until they have been audited. The school Sponsor may withhold up to 10 percent of the final payment for the contract period until all audits are completed. Audits that reveal when the distributor has either overcharged or undercharged BGCMC will be treated as follows:
     1. **Overcharges:** When an invoice from a supplier/packer reveals that the price of a product delivered to the distributor’s warehouse is less than the quoted cost, a credit will be due on each carton delivered at the incorrect price. The credit shall be provided within 30 days of the close of the month in which the audit took place. The credit shall be made in the form of a check made payable to the sites that incurred the overcharge.
     2. **Undercharges:** Whenever an invoice from a supplier/packer reveals that the price of a product delivered to the distributor’s warehouse is more than the quoted cost, a debit to the school Sponsor’s account *will not* be permitted without prior approval from the Sponsor or their designee.
  2. **Ordering Requirements:** The Sponsor intends to utilize an online ordering system, if available, that is provided by the successful vendor. The proposer should furnish with their proposal details of any automated order entry system available for use by the Sponsor. The successful vendor shall provide any necessary training to BGCMC staff and site managers to implement the online ordering system at *no charge to BGCMC*. There shall be no charge to the Sponsor for using the vendor’s online ordering system. If no online ordering system is available, or at the discretion of the Sponsor, the successful vendor shall be required to furnish order guides (pre-printed) to all delivery sites. Order guides shall be used for the transmittal and/or recording of orders. Orders for all sites shall be submitted to the successful vendor at an agreed-upon time and method between the distributor and each delivery site. The Sponsor reserves the right for site managers to revise an order as necessary, provided that the revised order is submitted no later than 11:00 a.m. two days in advance of delivery, or at another designated time and day agreed upon by both parties.
     1. There will be no stipulation of minimums for any item or order.
  3. **Reporting Requirements**: The successful bidder will be required to submit two (2) monthly usage reports to BGCMC and the designee.
     1. A usage report that will indicate total monthly usage for each item delivered to individual sites. The report shall include the following: distributor item number, product description, pack, brand name, total quantities purchased, as purchased, in their actual delivered unit (i.e., case or broken case unit), individual cost, and total extended cost for each item.
     2. A total **consolidated** monthly usage report for each item delivered to all site locations. The report shall include the following: distributor item number, product description, pack, brand name, total quantities purchased, as purchased, in their actual delivered unit (i.e., case or broken case unit), individual cost, and total extended cost for each item.
     3. Reports must be submitted to BGCMC and the designee by the 15th day of each month for the previous month’s deliveries. Failure to do so may result in the cancellation of the contract.
  4. **Quality Control:** Quality Control issues regarding items such as poor service, product quality, and/or possible contamination will be communicated to the successful vendor via email by BGCMC. Quality Control matters; addressing urgent issues, such as a contaminated product, must be responded to with immediate action and a subsequent written report. All other quality control issues will be forwarded to the vendor, and the vendor must respond, in writing, within five (5) days of notification.
     1. The proposer must submit a one-page summary describing safe food handling training for warehouse employees and truck drivers.
  5. **Food Safety & Recalls**: Ensuring the safety of the food supply is critical to BGCMC. Manufacturers, suppliers, packers, and distributors are expected to comply with all applicable federal, state, and local laws and regulations, and they are liable if they fail to do so.
  6. Recalls are an effective method of removing or correcting consumer products that violate laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall, which should include the following objectives:
     1. Provide accurate and timely communication to BGCMC regarding a recall.
     2. Ensure that unsafe products are removed from school sites in an expedient, effective, and efficient manner at no cost to individual sites.
     3. Streamline the process for reimbursement for recalled products.
     4. Proposers must provide a written copy of their food/product recall procedures with the proposal.
     5. Proposers must provide a contact person and a back-up contact person who is responsible for handling food/product recalls with their proposal.
  7. **Competition with BGCMC School Food Service Program**: During the school day, the successful vendor will agree not to sell or furnish any products free of charge to any club or organization connected with the school until one hour after the last serving period. It is also agreed that any products sold to any club or organization during the times permissible will be sold at a price equal to or greater than the prices established by this contract. Violation of this clause may result in immediate discontinuation of services for the remainder of the contract period.

1. **CERTIFICATE OF PRICE DETERMINATION**
2. By submission of this proposal, the vendor certifies and in the case of a joint proposal, each party thereto certifies as to its own organizations, that in connection with this procurement:
   1. The prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
   2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to proposal opening, directly or indirectly to any other vendor or to any competitor.
   3. No attempt has been made by the vendor to induce any person or firm to submit or not to submit, a proposal for the purpose of restricting competition.
3. The person signing this proposal certifies that:
   1. He/she is the person in the vendor’s organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to subparagraph through (c) listed above; or
   2. He/she is not the person in the vendor’s organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to subparagraph through (c) above.

And as their agent does hereby so certify;

And he/she has not participated, and will not participate, in any action contrary to subparagraph through (c) above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Owner or Authorized Officer Date Signed

1. **ADDENDA AND PROPOSAL FORM**

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

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

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Dated: this Day of 20\_\_.

Name of Organization:

By:

Typed Name:

Title:

1. **DISPUTE RESOLUTION CLAUSE**

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer’s representative.

Representative's Name:

Telephone Number:

The Sponsor representative(s) will be: Daniel Bettencourt or Keith Fletcher

1. **FAIR LABOR STANDARDS ACT – “HOT GOODS”**

The undersigned hereby certifies that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices that cover the resalable goods shipped, and which are furnished to the Sponsor.

Company Official Signature:

Date:

1. **PUBLIC ENTITY CRIMES**

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-contractor or consultant under a contract with any public entity, and may not transact business with any public entity over the threshold amount provided in Florida Statute 287.01 7 for category two for 36 months from the date of being placed on the convicted vendors list."

Company Official Signature:

Date:

1. **FEDERAL DEBARMENT CERTIFICATION**

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

* 1. The prospective lower tier ($25,000) participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Official Signature:

Date:

1. **DRUG-FREE WORKPLACE CERTIFICATION**

In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school food authority for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

Company Official Signature:

Date:

1. **COPYRIGHTS**

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i)(9)

Company Official Signature:

Date:

1. **PATENTS**

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i)(8)

Company Official Signature:

Date:

1. **REFERENCES**

I, being of ,

(Name/Title) (Name of Company)

give BGCMC authorization to check our company’s previous performance.

Authorizing Signature:

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| BIDDER NAME: | | | | | | | | | | | | |
| REFERENCE NAME: | | | | | | | | | | | | |
| REFERENCE ADDRESS: | | | | | | | | | | | | |
| REFERENCE CONTACT PERSON: | | | | | | | | | | | | |
| REFERENCE PHONE NUMBER: | | | | FAX NUMBER: | | | | | | | | |
| **STOP: Remaining to be completed by Reference** | | | | | | | | | | | | |
|  | | | EXCELLENT | | | | | UNSATISFACTORY | | | | |
| FACTORS/RATINGS | | | 6 | | 5 | 4 | 3 | | 2 | 1 | | N/A |
| Vendor’s ability to deliver on time. | | |  | |  |  |  | |  |  | |  |
| Vendor’s accurate delivery of the product ordered, and product quality. | | |  | |  |  |  | |  |  | |  |
| Ability to identify, respond to, and solve problems expeditiously. | | |  | |  |  |  | |  |  | |  |
| Effectiveness and reliability of the vendor’s key personnel | | |  | |  |  |  | |  |  | |  |
| Overall performance in planning, scheduling, and monitoring | | |  | |  |  |  | |  |  | |  |
| How would you rate the vendor’s customer service practices? | | |  | |  |  |  | |  |  |  | |
| Total Dollar Amount of Contract | | |  | | | | | | | | | |
| Additional Comments |  | | | | | | | | | | | |
| Would you use this Vendor again? | | YES  NO | | | | | | | | | | |

1. **PRICING**

Please see the accompanying EXCEL SPREADSHEET ATTACHMENT, titled “Attachment C – Price Response Sheets”. Fill in columns E, H, I, and J for each bid item. For additional instructions on completing price response sheets, refer to “Attachment B”. Incomplete forms are non-responsive and will not be considered. In addition, please complete the following information:

**FIXED FEE PRICE SHEET –** Summer/School Year Food Distribution

**VENDOR NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

$\_\_\_\_\_\_\_\_\_\_ FIXED FEE PER FULL CASE TO DELIVER ALL ITEMS IN GROUPS BELOW:

**GROUP A – COOLER, DRY STORAGE, AND FROZEN FOODS**

**GROUP B – PAPER AND SANITATION PRODUCTS**

**GROUP C – OPEN MARKET COST ITEMS**

**17 FEDERAL AWARD PROVISIONS:**

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)**

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

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

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

**TERMINATION FOR CAUSE AND CONVENIENCE [2 CFR 200 Appendix II(B)]:** All contracts in excess of $10,000 must address termination for cause and convenience. Termination for cause and for convenience are addressed under General Terms and Conditions,

**Byrd Anti-Lobbying:** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](https://www.law.cornell.edu/uscode/text/31/1352). 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.

**Buy American Provision**: As a participating sponsor in USDA’s National School Lunch and School Breakfast Programs, BGCMC must adhere to the ‘Buy American’ provision (7 CFR Parts 210.21(d)). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), that requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Before supplying any non-domestic products, successful bidder must provide the following documentation to the Sponsor or it’s designee for approval:

* Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food.
* Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.

**Clean Air and Water Pollution Acts:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-767](https://www.law.cornell.edu/uscode/text/42/7401-767)1q) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-138](https://www.law.cornell.edu/uscode/text/33/1251-138)7). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Contract Work Hours and Safety Standards Act:** [2 CGR 200 Appendix II (E)]: All contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](https://www.law.cornell.edu/uscode/text/40/3702) and [3704](https://www.law.cornell.edu/uscode/text/40/3704), as supplemented by Department of Labor regulations (29 CFR Part [5](https://www.law.cornell.edu/cfr/text/29/5)). Under [40 U.S.C. 3702](https://www.law.cornell.edu/uscode/text/40/3702) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](https://www.law.cornell.edu/uscode/text/40/3704) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers).

**MINORITY-OWNED BUSINESS ENTERPRISE [2CFR 200.321**]: Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women’s business enterprises are used whenever possible:

.1 Affirmative steps shall include the following: Include qualified small businesses, minority- owned businesses and women’s business enterprises on solicitation lists;

2 Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources;

.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women’s business participation;

.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women’s businesses;

5 Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women’s business enterprises.

**THE CIVIL RIGHTS STATEMENT REQUIRED BY USDA**: The Vendor hereby agrees that it will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11,2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

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

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

**DISCOUNTS, REBATES & CREDITS (7 CFR Part 210.21 (f)(i)):** The awarded Respondent shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the BGCMC the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the BGCMC.

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

**Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. 6201](https://www.law.cornell.edu/uscode/text/42/6201)).

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

**HOLD HARMLESS AND INDEMNIFY [2 CFR 200.447(f)]:** To the fullest extent permitted by law, the VENDOR agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the VENDOR, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the VENDOR or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the VENDOR herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the VENDOR’s employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right

**Prohibitions of Gratuities**: By submission of a bid, bidder certifies that no employee of the Sponsor has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be terminated when it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**Protest:** Any protest concerning bid specifications, a decision, or intended decision pursuant to this solicitation shall be made in accordance with 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in s.120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

**Recovered Materials:** A [non-Federal entity](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e70d4d5b3d21f635ea2aec391214bde6&term_occur=1&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:31:200.322) that is a [state](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=89450cc597955157f0392deeabdb3199&term_occur=1&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:31:200.322) agency or agency of a political subdivision of a [state](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=89450cc597955157f0392deeabdb3199&term_occur=2&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:31:200.322) and its [contractors](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=32b12e59e5274a5fa6d18d6b129446fa&term_occur=1&term_src=Title:2:Subtitle:A:Chapter:II:Part:200:Subpart:D:Subjgrp:31:200.322) must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](https://www.law.cornell.edu/cfr/text/40/part-247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

**COPELAND “ANTI-KICKBACK “ACT”** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland ‘‘Anti-Kickback’’ Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT [2CFR 200 Appendix II(F**): If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer/Firm Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_