

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP NO.: 2019-23
RELEASE DATE: June 3, 2019

RFP TITLE: Ice Cream Products

F.O.B. Destination: **District Wide**

RFP DUE DATE AND TIME: June 26, 2019 @ 1:30 pm
RFP OPENING DATE AND TIME: June 26, 2019 @ 2:00 pm

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

SUBMIT RFP TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- Literature Specifications Catalogs Product Samples: See Special Conditions
 Debarment Form Manufacturer's Certificate of Warranty
 Drug-Free Workplace Certification List of References
 Certificate of Insurance: See Special Conditions
 Additional submittals specific to this RFP may also be required – See Special Conditions for details

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" or "Contractor" or "Respondent" or "Vendor" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit

with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.
- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** Successful proposer(s) may permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools, to purchase goods or services based on the contract awarded as a result of this RFP. RFP. Such purchases shall be governed by the same terms and conditions as stated herein.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 22. CONFLICT OF INTEREST:** The award hereunder 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 School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out

that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. Student contact not anticipated
- B. Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

- 32. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- 38. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]
- 40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- 41. DISCRIMINATORY VENDOR LIST:** Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

42. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

43. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
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.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

(Vendor's Signature)



PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

RFP number and description: _____

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

Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.

However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

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

Signature of out-of-state proposer’s attorney: _____

Attorney’s printed name: _____

Address of out-of-state proposer’s attorney: _____

Phone number/e-mail of out-of-state proposer’s attorney: _____

Attorney’s states of bar admission: _____

Proposer’s Signature: _____

Proposer’s Printed Name: _____

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

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

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

EDGAR CERTIFICATIONS (continued)

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

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

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

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

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

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

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

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

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

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

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

EDGAR CERTIFICATIONS (continued)

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

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

RECORDS RETENTION

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIAL CONDITIONS

1.0 INTRODUCTION

1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals for Ice Cream Products to be delivered to various schools within St. Johns County. Proposed products shall not include nuts, pine nuts or tree nuts.

1.2 The St. Johns County School District includes 18 Elementary Schools, 6 K-8 Academies, 7 Middle Schools, 7 High Schools, 1 Technical College, 2 Alternative Schools, 1 Virtual School, 3 Charter Schools, and 2 Juvenile Justice Facilities. Located in Northeast Florida, the District stretches over 608 square miles, serves over 40,000 students and includes over 4,500 full and part time employees.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

2.1 All proposals must be received no later than June 26, 2019 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.

2.3 One manually signed original proposal and three photocopies of the proposal; must be sealed in one package and clearly labeled "RFP #2019-23 Ice Cream Products" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.

2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.

2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.

2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

RFP #2019-23 Ice Cream Products

- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

3.0 EXPARTE COMMUNICATION

Ex parte communication, whether verbal or written, by any potential Proposer or representative of any potential Proposer to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Proposers submittal.

RFP #2019-23 Ice Cream Products

Ex parte communication (whether verbal or written) by any potential Proposer or representative of any potential Proposer to this RFP with District Board members is strictly prohibited.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a Proposer are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP.

However, in no event shall any existing Proposer intending to submit a response, initiate communications to any member(s) of the St. Johns County School Board; it being understood such communication initiated by a Proposer under these circumstances would not be in the ordinary course of business.

4.0 **TIME SCHEDULE**

- 4.1 The District will attempt to adhere to the following schedule, however, makes no guarantee that the schedule will be achieved.

RFP Release	June 3, 2019
Deadline for Questions	June 13, 2019 @ 12:00 PM
Questions/Answers posted on DemandStar	June 14, 2019 @ 5:00 PM
Proposals Due	June 26, 2019 @ 1:30 PM
Proposals Opened	June 26, 2019 @ 2:00 PM

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

- 4.2 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than June 13, 2019 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than June 14, 2019 @ 5:00 PM.

RFP #2019-23 Ice Cream Products

- 4.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 4.4 No Addendum will be issued later than June 14, 2019, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 4.5 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

5.0 CONTRACT/RENEWAL

- 5.1 The term of this contract shall be from August 13, 2019 to August 12, 2022 and may by mutual agreement between the District and the awarded vendor be renewable for up to three (3) additional one (1) year periods.
- 5.2 Pricing shall remain firm for year one of the agreement. Awarded vendor may request an annual price increase for any following year. The request for a price increase must be submitted in writing no later than ninety (90) days prior to the annual anniversary of the contract date to the Director of Purchasing. Any request must be accompanied by supporting documentation from the awarded vendor. The Director of Food and Nutrition Services along with the Director of Purchasing will review all requests for price increases. The District does not make any guarantee that an increase will be granted.

This RFP requires the awarded vendor to provide information relative to cost reductions that may be available due to prevailing market conditions and to work with the District in a cooperative manner to reduce cost.

- 5.3 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

6.0 DISTRICT'S RIGHTS AND RESERVATIONS

- 6.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 6.2 The District reserves the right to require Proposers to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 6.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 6.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.

RFP #2019-23 Ice Cream Products

- 6.5 The District reserves the right to conduct interviews with any of the Proposers and to require a formal presentation by any of the Proposers.
- 6.6 The District reserves the right to award this RFP to one or more sources, as determined to be in the best interest of the District.
- 6.7 The District reserves the right to further negotiate any proposal with the highest rated vendor(s).
- 6.8 The RFP award will be made at the sole discretion of the St. Johns County School Board.
- 6.9 Granting of an award does not guarantee that an awarded Proposer will be chosen to provide services.

7.0 SCOPE OF SERVICES

- 7.1 This RFP is for the purchase and weekly delivery of Ice Cream Products at various schools within St. Johns County. See **Attachment A** for a listing of current schools. Schools may be added, deleted or changed at the sole discretion of the District.

Prices must include all delivery charges to their school.

- 7.2 Awarded vendor is responsible for supplying, at its own expense, all supervision, labor, equipment, machines, tools, materials, transportation and anything necessary to provide all goods and services required in this Request for Proposals.
- 7.3 Awarded vendor shall provide, deliver and install Chest Freezers/Ice Cream Freezers to designated locations at no charge as requested by the District. Awarded vendor retains the responsibility to ensure that all freezers are in correct operational condition all times during the life of the award resulting from this bid.

Quantities of Chest Freezers/Ice Cream Freezers currently at schools are shown on **Attachment A**. Quantities may increase or decrease during the life of the award resulting from this RFP.

Chest Freezers/Ice Cream Freezers shall not be installed or removed from District property without approval of the District's Director of Food and Nutrition Services or authorized representative.

At the termination or expiration of the award resulting from this bid the awarded vendor agrees that the schedule for removal of the freezers from District property will be determined by the District.

7.4 Orders

All orders will be placed by the Food and Nutrition Service Manager or authorized representative for each individual school.

RFP #2019-23 Ice Cream Products

7.5 Deliveries

Deliveries will be made weekly to all schools listed on **Attachment A** and accepted between 7:00 AM and 1:30 PM.

Deliveries will be coordinated and approved with the Food and Nutrition Services Manager or authorized representative of their respective school prior to any deliveries.

Deliveries must be accepted by the Food and Nutrition Services Manager or authorized representative of their respective school.

Deliveries will be based on the Master School Calendar approved by the School Board. See **Attachment B** for the Master School Calendar for the 2019-2020 school year. The Master School Calendar may be adjusted at the sole discretion of the District.

All products must be in prime condition at the time of delivery. Broken bags, cartons, containers or cases will not be accepted.

At the time of each delivery, a representative of the awarded vendor shall leave two (2) invoices), an original and a copy. Delivery tickets must be legible with unit prices and extensions accurately computed. Hand corrected invoices will not be accepted.

Each proposer is hereby notified that the awarded vendor shall be required to deliver ice cream products in trucks belonging to awarded vendor and may not sublet the contract to other vendors.

7.6 All products delivered must be labeled in compliance with the Fair Packaging and Labeling Act. All products must be safe and wholesome, must be free from chemical, bacterial and physical adulterants, must meet State and Federal regulations governing that food must be properly represented in labeling, and must meet all labeling claims associated with the product. **ALL ITEMS MUST BE IN ORIGINAL DESCRIPTIVE PACKAGING.**

7.7 Awarded vendor shall furnish the brand/product awarded. In emergencies, substitutions of equal or higher quality must be furnished. Substitutions must be billed at or below the awarded price. In the event a comparable substitute is not available, the awarded vendor will be charged for additional cost incurred by the District in attaining a substitute from another source. **Substitute products shall not include nuts, pine nuts or tree nuts.**

7.8 Throughout the term of the award resulting from this RFP, the awarded vendor may submit new and/or additional products with pricing and Nutrient Data Sheets that become available and are not included on the original proposal to the District's Director of Food and Nutrition Services for evaluation and acceptance. Upon approval of new and/or additional products, product information will be distributed to Food and Nutrition Services Managers for each School. It is understood that items may be discontinued, substituted or added by the awarded vendor, manufacturer, or the District. Such changes must be agreed upon in writing by both the awarded vendor and District. **New and/or additional products shall not include nuts, pine nuts or tree nuts.**

RFP #2019-23 Ice Cream Products

7.9 Items spoiled other than by negligence on the part of the District are to be replaced or credit given to the destination point.

7.10 Awarded vendor is responsible for the removal and credit of any recalled products.

8.0 OTHER CONDITIONS

8.1 This contract shall be governed in all respects – as to validity, construction, capacity, performance, or otherwise – by the laws of the State of Florida.

8.2 State agencies and child nutrition sponsoring agencies shall comply with the requirements of Title VI of the Civil Rights Act of 1964; American with Disabilities Act (ADA); Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975.

8.3 Contractors providing service under this contract, herewith, assures the District that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

8.4 Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41 CFR Part 60).

8.5 State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.

8.6 Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

8.7 The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The District, its authorized agents and/or state/federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

8.8 Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 1857 h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

8.9 By responding to this Request for Proposals the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

RFP #2019-23 Ice Cream Products

- 8.10 Contractor shall comply with all requirements per USDA Policy Memorandum 210.21-1 and 220.17-01: Buy American Provisions.
- 8.11 In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.
- 8.12 Contract Work Hours and Safety Standards Act - All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 8.13 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. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8.14 Energy Policy - 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).
- 8.15 Recovered Materials - A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the 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.
- 9.0 **PROPOSAL FORMAT AND EVALUATION CRITERIA**

RFP #2019-23 Ice Cream Products

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

- A. RFP COVER SHEET: Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- B. DEBARMENT FORM
- C. DRUG FREE WORKPLACE CERTIFICATION FORM
- D. PROPOSERS STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
- E. EDGAR CERTIFICATIONS
- F. INSURANCE COVERAGE: Insurance certificates evidencing coverage as specified in section 11.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to commencement of any work under this RFP.
- G. QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF: (weighted value 20 points)
 - 1. Proposers are to provide information adequately describing their background and areas of expertise. This should include information on the firm itself as well as those individuals that would be designated as the primary point of contact for the Food and Nutrition Services department and Food Service Managers for each school. Include a brief history of the business and active business venues.
 - 2. Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm, provide a statement to that effect.
 - 3. State the number of years your firm has provided ice cream products to schools.
 - 4. References: A minimum of three (3) references are required to be received by the District via email no later than June 26, 2019 @ 1:30 PM, from Proposing Firm's clients. Proposing Firm's clients shall email the completed Reference Form (see **Attachment C**) to Laura.Bowden@stjohns.k12.fl.us, and references shall be received from the client's email address. Failure to provide references as stated herein may result in proposal being deemed non-responsive. References from the St. Johns County School District shall not be considered.
 - 5. Provide contact information including name and email address where any requests for product samples should be submitted.

RFP #2019-23 Ice Cream Products

H. FIRM'S APPROACH AND METHODOLOGY: (weighted value 10 points)

1. After a purchase order has been issued, describe how Food Service Managers would communicate their needs to your Firm?
2. How many days lead time must order be placed prior to weekly delivery?
3. How often are new products made available that meet SmartSnacks requirements shown in **Attachment D**?
4. How often are products discontinued?

I. PRODUCT OFFERINGS AND PRICING: (weighted value 50 points)

1. Proposer must complete and submit the Product and Pricing Sheet. Product and Pricing Sheet must include:

- a. Up to twenty (20) products that must meet the SmartSnacks requirements shown in **Attachment D**. It is recommended that proposer show the highest selling products at the top of the Product and Pricing Sheet.

Nutrient Data Sheets shall be included with proposal for consideration.

- b. Up to ten (10) other products which are not obliged to meet SmartSnacks requirements. It is recommended that proposer show the highest selling products at the top of the Product and Pricing Sheet.

Nutrient Data Sheets shall be included for consideration

2. Proposed products must be packaged in a single serving size.
3. **Proposed products shall not include nuts, pine nuts or tree nuts.**

J. PRODUCT SAMPLES: (weighted value 20 points)

1. Upon request of the District, Proposer must provide samples to the District for all proposed products or any combination of proposed products. Products chosen for sampling shall be at the sole discretion of the District.
2. Samples will be delivered by a specific date and time, and to a specific location as determined by the District at no charge. Samples will not be returned to the proposer.

10.0 PROPOSAL EVALUATION PROCESS

10.1 Proposals are received and publicly opened. Only names of Proposers are read at this time.

10.2 All proposals will be evaluated in accordance with the evaluation criteria specified in this document.

RFP #2019-23 Ice Cream Products

10.3 The proposal evaluation process shall be applied through written proposals and product samples. It will consist of an evaluation of all responsive and responsible proposals by a committee (“Committee”) consisting of District personnel.

10.4 Committee members shall independently review and score the written proposals in each criteria in Section 9.0 G-J in accordance with the following scale:

0 = Unsatisfactory: Not responsive to the question.

1 = Below Minimum Standards: Responsive to the question but below acceptable standards.

2 = Marginal: Minimal acceptable performance standards and responsive to the question.

3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.

4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Evaluation Committee member’s score will be multiplied by the “weighted value” assigned to the different sections listed here, resulting in the total score for that section.

The weighted value for each criterion is indicated in parenthesis in Section 10.0 G – J and is the multiplier that will be applied to the scoring as indicated

10.5 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals, determine samples, and scoring. Any such meeting will be noticed on the District website and will be conducted as a public meeting.

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

10.7 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to pursue negotiations and execute a contract with the highest ranked Contractor. If a satisfactory contract cannot be negotiated, negotiations with the highest ranked Contractor will be terminated at the discretion of the District and negotiations may commence with the second highest ranked Contractor. This process shall continue until a satisfactory contract is reached with one of the Contractors, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the Contractors, the District reserves the right to acquire commodities and services specified in this solicitation from any Contractor of its choosing through direct negotiation, in accordance with Florida Department of Education Rules.

11.0 INSURANCE REQUIREMENTS

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer’s insurance

RFP #2019-23 Ice Cream Products

provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

12.0 **VENDOR PAYMENT**

The St. Johns County School District requires all vendors responding to this RFP to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

13.0 **PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.stjohns.k12.fl.us under the Purchasing Department.

All Items in This Category Must Meet SmartSnacks Requirements (see Attachment D)

Item No.	Brief Description	Serving Size	Cost per Serving	Servings per Case	Cost per Case
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Company Name: _____

Authorized Signature: _____

Items in This Category are Not Obligated to Meet SmartSnacks Requirements

Item No.	Brief Description	Serving Size	Cost per Serving	Servings per Case	Cost per Case
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Company Name: _____

Authorized Signature: _____

School/Facility	Address	Current School Freezer Locations
Alice B Landrum Middle	230 Landrum Lane, Ponte Vedra Beach, FL 32082-3825	2
Allen D Nease High	10550 Ray Road, Ponte Vedra, FL 32081-8800	3
Bartram Trail High	7399 Longleaf Pine Parkway, St Johns, FL 32259-6970	2
Creekside High	100 Knights Lane, Saint, Johns, FL 32259-3055	2
Crookshank Elementary	1455 N. Whitney Street, St. Augustine, FL 32084-2475	0
Cunningham Creek Elementary	1205 Roberts Road, St. Johns, FL 32259-8927	1
Durbin Creek Elementary	4100 Race Track Road, St. Johns, FL 32259-2083	1
First Coast Technical College	2970 Collins Avenue, St. Augustine, FL 32084-1921	0
Freedom Crossing Academy	1365 Shetland Drive, Saint Johns, Fl 32259	0
Fruit Cove Middle	3180 Race Track Road, St. Johns, FL 32259-2009	3
Gaines Transition	1 Christopher Street, St. Augustine, FL 32084-4056	0
Gamble Rogers Middle	6250 US 1 South, St. Augustine, FL 32086-7685	3
Hickory Creek Elementary	235 Hickory Creek Trail, St. Johns, FL 32259-8368	0
Julington Creek Elementary	2316 Race Track Road, St. Johns, FL 32259-4227	2
Ketterlinus Elementary	67 Orange Street, St. Augustine, FL 32084-3565	1
Liberty Pines Academy	10901 Russell Sampson Rd., Saint Johns, FL 32259-2008	3
Mill Creek Academy	3750 International Golf Parkway, St. Augustine, FL 32092-0665	2
Ocean Palms Elementary	355 Landrum Lane, Ponte Vedra Beach, FL 32082-3828	1
Osceola Elementary	1605 Osceola Elementary Road, St. Augustine, FL 32084-0968	1
Otis Mason Elementary	207 Mason Manatee Way, St. Augustine, FL 32086-9373	0
Pacetti Bay Middle	245 Meadowlark Lane, St. Augustine, FL 32092-3467	3
Palencia Elementary	355 Palencia Village Drive, St. Augustine, FL 32095	2
Palm Valley Academy	700 Bobcat Lane, Ponte Vedra, FL 32081	2
Patriot Oaks Academy	475 Longleaf Pine Parkway St. Johns, Fl 32259	2
Pedro Menendez High	600 State Road 206 West, St. Augustine, FL 32086-7968	2
Picolata Crossing Elementary	2675 Pacetti Road , St. Augustine, Fl 32092	1
Ponte Vedro High	460 Davis Park Road, Ponte Vedra, Florida 32081-0544	3
PVPV Rawlings Elementary	630 A1A North, Ponte Vedra Beach, FL 32082-2794	2
RB Hunt Elementary	125 Magnolia Drive, St. Augustine, FL 32080-4684	1
RJ Murray Middle	150 North Holmes Boulevard, St. Augustine, FL 32084-2485	2
Sebastian Middle	2955 Lewis Speedway, St. Augustine, FL 32084-8631	1
South Woods Elementary	4750 SR206 West, Elkton, FL 32033-3608	0
St. Augustine High	3205 Varella Avenue, St. Augustine, FL 32084-2036	1
St. Johns Technical High	2970 Collins Avenue, St. Augustine, FL 32084-1921	1
Switzerland Point Middle	777 Greenbriar Road, St. Johns, FL 32259-8336	3
Timberlin Creek Elementary	555 Pine Tree Lane, St. Augustine, FL 32092-3027	2
Valley Ridge Academy	105 Greenleaf Drive Ponte Vedra, Fl 32081	2
Wards Creek Elementary	6555 State Road 16, St. Augustine, FL 32092-2110	1
WD Hartley Elementary	260 Cacique Drive, St. Augustine, FL 32086-8827	1
Webster Elementary	420 North Orange Street, St. Augustine, FL 32084-9523	1

ST. JOHNS COUNTY SCHOOL DISTRICT

MASTER CALENDAR

2019-2020 School Year

Board Approved December 12, 2017

Friday	August 2, 2019	Optional Teacher Planning Day
Monday-Friday	August 5, 7, 8, 9, 2019	Teacher Pre-Planning
Tuesday	August 6, 2019	Teacher Inservice Day
Monday	August 12, 2019	Students Report to Class
Monday	September 2, 2019	Labor Day- Student/Teacher Holiday ✓
Friday	October 11, 2019	First Quarter Ends
Monday	October 14, 2019	Teacher Planning Day - Student Holiday
Monday	November 11, 2019	Veteran's Day - Student/Teacher Holiday ✓
Wednesday - Friday	November 27-29, 2019	Thanksgiving Break - Student/Teacher Holiday (22)✓
Friday	December 20, 2019	Second Quarter/First Semester Ends *
Monday - Friday	Dec. 23, 2019-Jan. 3, 2020	Winter Break - Student/Teacher Holiday
Friday	January 3, 2020	Teacher Planning Day-Student Holiday ✓
Monday	January 6, 2020	Classes Resume for Students/Second Semester Begins
Monday	January 20, 2020	Martin Luther King Day - Student/Teacher Holiday ✓
Friday	January 31, 2020	Teacher Inservice Day - Student Holiday ✓
Monday	February 17, 2020	Presidents Day - Student/Teacher Holiday ✓
	TBA	FSA Writing (Grades 4-10)
Thursday	March 12, 2020	Third Quarter Ends
Friday	March 13, 2020	Teacher Planning Day-Student Holiday
Monday-Friday	March 16-20, 2020	Spring Break - Student/Teacher Holiday
Monday	March 23, 2020	Classes Resume for Students
Friday, Monday	April 10 & 13, 2020	Holiday - Student/Teacher Holiday
	April, May, 2020	FSA Testing (Reading, Math & Science)
	April, May, 2020	EOCs, AP, IB, District Exams
Wednesday	May 27, 2020	Last Day for Students*Fourth Quarter Ends
Thursday	May 28, 2020	Last Day for Teachers - Teacher Planning Day
	May - TBA	Graduations (Schools/Locations TBD)

***ALL Schools** will be dismissed **1 hour** early on Dec 20, 2019 and May 27, 2020

All Schools participate in a weekly early release on Wednesday: Elementary @ 1:50, Middle @ 1:00, High @ 2:45

Interims Issued: September 10, 2019	Report Cards: October 29, 2019
Interims Issued: November 15, 2019	Report Cards: January 17, 2020
Interims Issued: February 6, 2020	Report Cards: March 31, 2020
Interims Issued: April 21, 2020	Report Cards: May 27, 2020 - * Elementary only

✓ Denotes hurricane make-up days

Optional planning day may "Flex" for any Planning Day or Post Planning day as pre-approved by Principal


CHARACTER COUNTS! In St. Johns County

Pillars of the Month

August - All Pillars	October - Responsibility	December - All Pillars	February - Caring	April - All Pillars
September - Fairness	November - Citizenship	January - Respect	March - Trustworthiness	May - Citizenship

(Emphasis on Patriotism)

Attachment C Reference Form

	<p>REQUESTING AGENCY: St. Johns County School District Purchasing Department 3015 Lewis Speedway, Building 5 St. Augustine, Florida 32084</p>
---	---

The Next Line To Be Completed by the Proposing Firm:

Proposing Firm Name: _____

St. Johns County School District RFP Title:
RFP #2019-23 Ice Cream Products

The St. Johns County School District is currently evaluating qualifications of various firms to provide the above goods and/or services and the indicated firm has listed you as a reference, having provided similar goods or services for your organization. Please complete this reference form and return no later than June 26, 2019 @ 1:30 PM EST, via email, to Laura.Bowden@stjohns.k12.fl.us

This Section To Be Completed by the Reference Provider:

What specific goods and/or services did this firm provide?

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

Was there good communication between your organization and the firm? Yes No

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

Was the staff professional and knowledgeable? Yes No

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

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

How would you rate the overall performance of the firm:
 Excellent Very Good Satisfactory Unsatisfactory

Comments: _____

Name of Person Providing Reference: _____

Agency/Company Providing Reference: _____

Phone: _____ Email Address: _____



Smart Snacks in School

USDA's "All Foods Sold in Schools" Standards

USDA has established practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The *Smart Snacks in School* standards build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also supports efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

Nutrition Standards for Foods

- Any food sold in schools must:
 - Be a "whole grain-rich" grain product; or
 - Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
 - Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or

Foods must also meet several nutrient requirements:

- Calorie limits:
 - Snack items: ≤ 200 calories
 - Entrée items: ≤ 350 calories
- Sodium limits:
 - Snack items: ≤ 200 mg
 - Entrée items: ≤ 480 mg
- Fat limits:
 - Total fat: ≤35% of calories
 - Saturated fat: < 10% of calories
 - Trans fat: zero grams
- Sugar limit:
 - ≤ 35% of weight from total sugars in foods

