



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Inmate Food Service

RFP NUMBER:
RFP COR 35-21

ISSUE DATE:	August 02, 2021	
MANDATORY PRE-PROPOSAL MEETING	August 12, 2021	10:00 A.M. CST
LAST DAY FOR QUESTIONS:	August 17, 2021	3:00 P.M. CST
RFP OPENING DATE & TIME:	September 08, 2021	3:00 P.M. CST

NOTE: RESPONSES RECEIVED AFTER THE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a response on the above referenced Inmate Food Service solicitation. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All envelopes containing sealed responses must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of responses by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted responses will be accepted. Responses may not be withdrawn for a period of ninety (90) days after opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT.

COMPANY NAME _____
MAILING ADDRESS _____

CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SUBMITTAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SUBMITTAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____
TITLE: _____ DATE: _____

**NOTICE TO RESPONDENTS
RFP COR 35-21**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed responses for **Inmate Food Services**. Interested respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their response to this Request for Proposals (RFP). Responses shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point with page limit of sixty (60), excluding the required forms.

All originals must have original signatures in blue ink.

Solicitation documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

A **mandatory Pre-Proposal Conference** will be held at Okaloosa County Corrections in Crestview, FL at **10:00 am CST on August 12, 2021**. Meet in the lobby at 1200 East James Lee Blvd.

Responses must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CST) September 08, 2021** to be considered. All responses received after the stated time and date will be returned unopened and will not be considered. All responses must be in sealed envelopes reflecting on the outside thereof **"Inmate Food Services"**. Failure to clearly mark the outside of the envelope as set forth herein shall result in the response not being considered.

The County reserves the right to award to the firm submitting a responsive submittal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in responses received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Inmate Food Services

RFP COR 35-21

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel
Chairman

SPECIFICATIONS

INTENT – The intent of this solicitation is to invite priced proposals for the purpose of providing food services for inmates in custody of the Okaloosa County Department of Corrections in accordance with the special conditions and specifications contained in this Request for Proposals. Pricing shall be expressed as a price per each individual meal served.

GENERAL

1. The Okaloosa County Department of Corrections (Department) serves meals to an average daily population of approximately 700 inmates.
2. The yearly estimate of meals is 766,000.
3. The current contractor employs four cooks and a site supervisor that are supervised by the contractor and the County.
4. The Department requires a three (3) tier meal plan which will give the department three options to choose from. Pricing for each package option to be set as a flat rate (Price Per Meal) per inmate multiplied by the number of meals served.

Meal type	Price per meal	Price per meal	Price per meal
Inmate meal	\$0.851	\$0.871	\$0.891
Staff meal	\$0.851	\$0.871	\$0.891
Outside Boxed lunch meal	\$0.851	\$0.871	\$0.891
Special Modified Meal (medical Needs)	\$0.851	\$0.871	\$0.891
Special Management Meal	\$0.851	\$0.871	\$0.891
Religious meals (Kosher,etc.)	\$0.851	\$0.871	\$0.891

- a. The meal quantities provided are approximate and represent the estimated requirements for the contract period.
- b. Unit price and extended total prices shall be used only as a basis for evaluation of proposals.
- c. Actual meal quantity necessary may be more or less than estimates listed in the specification document and the County shall be neither obligated nor limited to any specified amount.

SCOPE OF SERVICES

1. The Food Service provider (Contractor) shall provide for all aspects of the food service operation and meet minimum requirements of the Department of Health & Rehabilitative Services standard 64E-11 Florida Administrative Code, Florida Model Jail Standards, Florida Corrections Accreditation Commission, National Commission on Correctional Health Care Accreditation, and the National School Lunch & Breakfast Program (NSLP), and other applicable local, state and federal regulations.
2. Throughout the Term of the Contract and each renewal Term, the contractor shall secure and pay all federal, state and local licenses, health certifications, permits and fees that may pertain to the food service operation as required by federal, state and local law.

3. The contractor shall insure that no employee or inmate shall work in any area of food service operations if he/she is known to have or suspected of having a communicable disease, open wounds or sores, or respiratory infections. Clean outer garments will be worn, and all inmates working in food service or delivery will maintain a high degree of personal cleanliness. Documentation of inspections of inmates are required by Accreditation Standards and this documentation will be forwarded to Support Services Supervisor monthly.
4. **Contractor provided staff**
 - a. The contractor shall insure that all food preparation will be performed by or supervised by an employee trained in culinary services, holding a professional Food Manager certification as required by Chapter 64E-11.012 Florida Administrative Code, with a minimum of 3 years corrections food service experience, and food knowledge, experience, capabilities to manage and direct the total administrative requirements for a nutritionally sound food service operation, and represent the contractor having authority to act on the contractor's behalf.
 - b. The contractor shall provide sufficient, qualified staff to maintain food service operations for three meals each day of the year.
 - c. The contractor shall define employees hiring practices to include a criminal background check procedures and physical exams as required by Accreditation Standards. No employee that has been banned from another facility will be allowed to work in the County's facility. An affidavit attesting to the completion of background checks shall be maintained on site for each employee.
 - d. The contractor will comply with the JESSICA LUNSFORD ACT (Section 1012.32, Florida Statutes). Background screening requirements for certain non-instructional employees and contractors, except as provided in s. 1012.467 or s. 1012.468, non-instructional employees or contractual personnel who are permitted access on grounds when juveniles are present, who have direct contact with juveniles must meet level 2 background check screening requirements as described in s. 1012.32. The cost of the state and federal criminal history check required by level 2 screening will be borne by the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract. If it is found that a person who is employed or under contract does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
5. **Inmate labor**
 - a. The County shall make available sentenced inmate crews of a reasonable number whenever possible to assist in the daily food service preparation, processing, cleaning, etc.
 - b. Inmate labor will be provided by the County unless population levels decrease to the point where the labor force must be reduced.
 - c. The contractor shall include a list of inmate worker needs along with their proposal.
 - d. When inmate labor is provided, the contractor will train the inmate workers on routine tasks, maintenance and operation of food service equipment and other duties assigned by the contractor's personnel and maintain records of such training. Documentation of training of inmates is required by Accreditation Standards and this documentation will be forwarded monthly to the Support Services Supervisors.
 - e. Training of inmates must include safety and sanitation guidelines and be closely followed. All injuries will be reported in writing and reviewed for proper safety guidelines. Contractor will provide a plan to help reduce or prevent re-occurring injuries.
 - f. The contractor will be responsible for full supervision of inmate labor while they are utilized in the food service operation. The contractor will be responsible for the monitoring for destruction of County property by inappropriate and/or misuse of equipment and other property. The contractor shall be responsible for the repairs or replacement of equipment as determined by the County.
 - g. The County cannot guarantee the continuity of inmate labor during emergency situations and the contractor shall provide backup labor on occasion via outside personnel to perform the services

normally rendered by inmate labor. The County will seek alternative funding mechanisms during these situations.

6. The contractor shall insure that inmates will be given three substantial, wholesome and nutritious meals daily. Meals must be presented in a clean, presentable style. Not more than 14 hours may lapse between the evening meal and the morning meal. Beverage serving is a powdered drink mix, prepackaged, and placed on the food tray, and the contractor will provide a disposable cup once a day. Hot meals shall be served at least once daily. Seasonal fruits and vegetables shall be included in menu planning. Special consideration must be taken when planning meals for juvenile inmates, pregnant inmates, and other special diets as determined by medical personnel. Juveniles must be provided one healthy snack daily, in addition to three nutritious meals.
7. The contractor will be required to purchase, to the maximum extent practicable, domestic commodity or product, under the **BUY AMERICAN [7 CFR PART 210.21 and 250.23]**.
 - a. "Domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
 - b. The contractor shall inform the County if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.
 - c. The contractor shall not substitute commercially-purchased foods for United States Department of Agriculture (USDA) ground beef, ground pork, and processed end products received.
 - d. The County shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods.
 - e. The County reserves the right to review contractor purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23. The contractor shall provide Nutrition Facts labels and any other documentation requested by the County to ensure compliance with United States content requirements.
 - f. The contractor shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food.
 - g. The contractor shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
8. The contractor shall provide a contingency plan for providing food service in the event of lockdowns, strikes, natural disaster, epidemics, riots, fire, power failure or other events that may impact normal operations. Should the contractor be unable to use our facilities, any site chosen should comply with the **CLEAN AIR AND WATER POLLUTION ACTS [Appendix II to 2 CFR 200]** and 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).
9. The contractor shall provide for approval menus that satisfy the recommended dietary allowances of the National Research Council – National Academy of Sciences, and meet the requirements of the USDA and the National School Lunch Program.
10. The contractor shall provide for menus to be planned for not less than 28 days in advance and certified by a nutritionist. Only USDA inspected and approved meats, poultry, eggs, and dairy may be used. Only seafood handled in accordance with HACCP standards may be used in meal preparation. Proposed 2700 calorie menus shall be compatible with the sample menu attached (Exhibit D) and shall be submitted as part of the

response to this Request for Proposals. Contractor menus shall provide for special meals on Christmas, Thanksgiving, and Easter.

11. The contractor shall provide for modified diets to be prepared for inmates when ordered by a physician or designee.
12. The contractor shall retain records of meals served for three years plus the current year.
13. Food may not be withheld nor the standard menu varied, as a disciplinary sanction or as a reward for good behavior or work for an individual inmate.
14. The contractor must provide bag meals to inmates going to court and to offsite work crew inmates. If an inmate going to court or work is a special diet, the bag meal must be made in consideration of the special dietary needs.
15. Contractor shall supply meals for officers at the inmate price per meal, based on one meal per officer per shift, 2 shifts per day, and 365 days per year. Meals will be provided to staff, officers, and other emergency personnel during emergency situations as requested by the Department of Corrections.
16. The contractor shall provide special management meals meeting the minimum daily nutrition requirements and as approved by a physician or qualified medical staff member in place of regular meals in the event an inmate demonstrates disruptive behavior to include: throwing food, beverages, food utensils, food trays or any substance including human waste with food utensils or a tray. Any menu substitution must be approved by a correctional sergeant or higher authority.
17. The contractor shall provide inmates additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate.
18. The contractor shall provide religious diets to inmates upon approval of the Chaplain and Food Service Manager.
19. The contractor shall permit inspections of meals, food preparation, storage, food service areas, sanitation practices, transporting vehicles and procedures for accurately counting and claiming meals provided; nothing in this paragraph shall be construed as to relieve the contractor of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations. Such inspections shall be conducted as often as deemed necessary by the Chief Correctional Officer of the Department of Corrections or his designee and corrections made on deficiencies found.
20. The contractor shall insure that food supplies not in preparation are stored in a locked, clean, well ventilated room, which is free from vermin.
21. The contractor shall insure that soaps, detergent, waxes, cleaning compounds, insect and rodent spray and other poisons be kept in a locked storage area separate from food supplies.
22. The contractors shall provide for the preparation of pre-plated meals for service on thermal insulated trays in quantities specified by Department staff and placed on carts. The trays for delivery will be clean and free of food on the outside.
23. Department staff shall insure that carts are returned to the food service area in a timely manner. Disposable cutlery will be provided by the contractor.
24. The contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the County and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
 - a. The contractor shall insure that all equipment and food service implements are kept clean when not in use, and cleaned promptly following each use.
 - b. The contractor shall place garbage and trash in containers as specified by the County and place them in designated areas.
 - c. The contractor shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.
25. The contractor shall notify Department maintenance or warehouse staff in writing when equipment, structures and fixtures are damaged or otherwise require repair.

26. The contractor shall maintain a procedure to keep an accurate accounting of all culinary equipment, specifically knives, sharps, etc.
27. The contractor shall maintain control of food service items such as mace, nutmeg and raisins, sugar, fruit, etc. that might be used to manufacture contraband beverages.
28. The contractor shall insure that refrigerators are maintained at temperature levels consistent with 63E-11 Florida Administrative Code and are recorded.
29. The contractor shall develop a refrigerator checklist or other form to be used to document refrigerator temperatures and inspections daily.

The contractor will provide to the County, on a date and in a form mutually acceptable to the contractor and the County, regular meetings with the District and Site Supervisor to discuss issues and concerns. This provision does not preclude any immediate action required to address problems which would require prompt action or resolutions.
30. The Okaloosa County Department of Corrections participates in the National School Lunch & Breakfast Program (NSLP) when devising menus for its juvenile population. Upon selection, the contractor shall participate in and adhere to all rules and regulations of the National School Lunch & Breakfast Program for menus related to this population, as outlined in EXHIBITS A (Food Specifications), B (Menus) and C (Nutrition Standards) attached here. The contractor must be qualified for approval by the State of Florida to participate in this program upon being awarded the contract. Meals must meet or exceed the calories and nutrient standards for National School Lunch, School Breakfast, and/or Summer Food Service Program meals for the age/grade groups of juveniles listed in Exhibit C, and adhere to the portion sizes specified in Exhibit B. The contractor shall be responsible for providing age appropriate meals and menus for the juveniles served.
31. The contractor shall maintain such records as the County will need to meet monthly reporting responsibilities on Juvenile meals served under the NSLP program and will report claim information, including daily meal counts, to the County promptly at the end of each month with its monthly billing.
32. The contractor shall ensure that the food service operation is in conformance with its National School Lunch and Breakfast Program Sponsor Agreement and the Policy Statement for Free Meals and Free Milk (in the case of juvenile inmate food services there are no Reduced-Price Meals, all meals are free of charge).
33. The County shall retain control of the quality, extent, and general nature of its food service operation (this would be applicable to pricing, should there ever be charges for meals, milk, a la carte items, or adult meals; to date all meals and snack services are free of charge and no vending machines are allowed in the facility).
34. The County shall retain signatory authority on the contractor's Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs; the Policy Statement for Free Meals, Free Milk, (and in the case of juvenile inmate food services there are no Reduced-Price Meals, all meals are free of charge); the National School Lunch and Breakfast Program Sponsor Agreement; and the Child Nutrition Program Monthly Claim for Reimbursement.
35. The County maintains an advisory board specific to juvenile wellness and nutrition, it refers to as a "Wellness Committee" composed of teachers, juvenile officers, a food services representative, a medical professional, a nurse and the committee chair. Juveniles are represented through suggestions and grievances they submit to support services, which are brought before this committee by the juvenile officers.
36. Under the National School Lunch & Breakfast Program (NSLP) , the County receives USDA donated food. The contractor must outline how they will maintain eligibility to receive USDA donated commodity foods, and how they will be used and stored. Commodities received will be used for the benefit of juveniles held by the Okaloosa County Department of Corrections.
 - a. Any USDA Foods received for use by the County and made available to the contractor shall be utilized within the specified Term of this Contract in the County's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.
 - b. The contractor shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service operation, subject to approval of the County.

- c. The contractor shall manage all USDA Foods to ensure the foods are utilized in the County's food service. USDA Foods shall not be sold, exchanged or otherwise disposed of without the approval of the USDA.
- d. The contractor shall utilize all USDA ground beef, ground pork, and processed end products received in the County's food service operation. Commercially purchased foods shall not be substituted for these foods.
- e. The contractor shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the County, in the County's food service operation.
- f. The contractor shall credit the County for the full value of all USDA Foods received for use in the County's meal service during the year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. If the contractor acts as an intermediary between a processor and the County, the contractor shall credit the County for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the County. The contractor will issue all such credit in full prior to the expiration of each Contract Term.
- g. The contractor will clearly identify USDA food credits on the County's monthly bill/invoice and record these credits on a separate line item entry. Each month, the contractor will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.
- h. The current value of USDA Foods is based on the information listed on the County's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the Florida Department of Agriculture and Consumer Services (FDACS).
- i. The County shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).
- j. At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the County to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the contractor during each Contract Term for use in the County's food service operation.
- k. The County shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.
- l. The contractor must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.
- m. The County and contractor must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the County, FDACS and the USDA for a period of five (5) years plus the current year.
- n. The contractor will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the County's food service operation.
- o. The contractor must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the County.
- p. The County and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.
- q. The County and contractor shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the County and contractor cannot agree on end products, the contractor shall utilize the USDA Foods in the form furnished by the USDA.
- r. The County shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The contractor shall pay all related processing fees and costs. The County shall not be responsible for any costs associated with processing USDA Foods. Although the contractor may procure processed end products on behalf of the County, the contractor itself shall

not enter into any processing agreements with a processor, nor shall the contractor enter into any subcontracts for further processing of USDA Foods. If the contractor procures processed end products on behalf of the County, the contractor will comply with the provisions of the County processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.

- s. The contractor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The contractor must submit to the County monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the contractor to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the contractor shall be subject to the provisions of § 250.13(e).
 - t. The County shall monitor the food service operation through periodic on-site reviews (no less than twice a year) using the attached FSMC Monitoring Form to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided. Nothing in this paragraph shall be construed as to relieve the contractor of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations. The County, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the contractor's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.
 - u. The contractor shall return all unused USDA ground beef products, ground pork products, and processed end products to the County upon termination, expiration, or non-renewal of the Contract.
 - v. At the discretion of the County, the contractor may be required to return other unused USDA Foods to the County upon termination, expiration, or non-renewal of the Contract.
 - w. The County shall retain title to all USDA Foods provided to the contractor for use in the County's food service operation.
 - x. USDA Foods or processed end products containing USDA Foods shall not be used outside of the County correctional facility food service operation.
 - y. The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the County or the contractor. The County and the contractor have full responsibility for ensuring the terms of the Contract are fulfilled
 - z. The contractor shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following
 - i. The receipt, use, storage, and inventory of USDA donated Foods;
 - ii. Monthly inventory reports showing all transactions for processed and non-processed donated USDA Foods; and
 - iii. Documentation of credits issued to the County for donated USDA Foods received; and
 - iv. Documentation of credits issued to the County for donated USDA Foods owned by the County prior to the contract execution date.
37. Sanitation of the kitchen facilities (including County equipment and supplies provided for the execution of this contract) will be the responsibility of the contractor, including all financial obligation for cleaning agents and supplies (dishwashing chemicals and dispensing included).
- a. The contractor will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards prescribed in this RFP and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.
 - b. The County reserves the right to approve (or reject) all such cleaning agents and supplies prior to the contractor using them in the sanitation of the kitchen facilities.
 - c. The County will assume the responsibility of inside cleaning of the ventilation hood system; contractor will provide sanitation of the outside and perimeter of the system.

- d. The contractor will maintain on-site MSDS records of all chemicals used in the County facilities (a copy of the MSDS records must be provided to the County).
 - e. Dishwashing dispensing and chemicals will be the responsibility of the contractor.
38. The contractor shall provide all consumable supplies and food products required to operate the food service operation including paper and Styrofoam products, gloves, hairnets and cleaning supplies. In accordance with 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States
 39. The contractor must review existing facilities and include in the proposal a statement that the facilities meet their requirements. If the facilities do not meet their requirements, reasonable discrepancies must be noted and included in the proposal.
 40. All contractor employees will complete an orientation consisting of security training for non-certified staff and will comply with all Okaloosa County Department of Corrections security requirements. All contractor employees will accept and comply with all County staff security directives.

REFUSE SERVICE – The County will provide at no cost to the contractor adequate trash removal facilities and services as it deems necessary to maintain the highest standard of sanitation. The contractor will be responsible for removal of all trash and waste to the appropriate receptacle and cleaning of the receptacles.

PEST CONTROL – The County shall provide all pest control services for the kitchen facility; however, the contractor’s assistance is requested in reporting any needed service promptly to a Support Services supervisor. Should sanitation deficiencies be the cause of or contributing factor in the pest control problem(s), the contractor shall be responsible for improving the sanitation for the effected situation immediately upon notification by the County or pest control provider.

USE OF FACILITIES AND EQUIPMENT - The County shall make available without any cost or charge to the contractor, the areas and premises agreeable to both parties in which the contractor shall render its services. The County will provide, install, maintain, repair and permit the contractor to utilize in the administration of this contract: capital equipment that the County deems necessary for food service and related activities.

1. Existing equipment includes: ovens, ranges, dishwasher, kettles, flat-top grill, existing food processing and serving equipment, on-site refrigeration and storage area.
2. The contractor shall be responsible for preventive and routine maintenance of major food preparation equipment.
3. Damage incurred to the County’s physical plant and/or equipment/supplies as a result of the contractor’s negligence or intentional misuse/abuse (including inmate labor or unreported damage) shall be the responsibility of the contractor and shall be repaired or replaced at the contractor’s expense. This expense will be deducted from the contract payment during the next billing cycle following the damage. All damage shall be reported in writing.
4. Equipment provided by the County shall be replaced as the County deems necessary, taking into consideration the average life of the equipment (as determined by the manufacturer), any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations and any extraordinary circumstances.
5. The contractor and County shall inventory the equipment and supplies owned by the County at the beginning of the contract year and the end of the contract year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The contractor will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-year inventory.
6. The County shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the contractor.
7. The County shall provide sanitary toilet facilities for the contractor employees.

8. The County shall have access, with or without notice to the contractor, to all County facilities used by the contractor for inspection and audit purposes. All property purchased by the County shall remain the property of the County.
9. The contractor shall not use the County's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the County for any reason other than those specifically provided for in this Contract. If additional equipment is needed by the contractor for the performance of this agreement, the contractor shall be responsible for its purchase.
 - a. The County must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of meals.
 - b. The contractor shall provide written notification to the County of any equipment belonging to the contractor within ten days of its placement on County premises.
 - c. The County shall not be legally responsible for loss of damage to equipment and/or vehicles owned by the contractor and located on County premises. All property purchased by the contractor shall remain the property and responsibility of the contractor.

LIQUIDATED DAMAGES – Failure to meet the standards set forth in the contract for services will result in a penalty assessed on the contract payment on the billing cycle following the breach. A breach that relates to safety, such as failure to follow tool control procedures, will result in a 10% penalty assessed for each billing cycle that the contractor remains out of compliance. The contractor shall receive no payment for meals that are spoiled or unwholesome at the time of serving, for juvenile meals that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. 210, or that do not otherwise meet the requirements of the contract.

PAYMENT – The successful contractor shall be paid monthly upon submission of invoices through the Department of Corrections to the Okaloosa County Board of County Commissioners Finance Office; 101 E. James Lee Blvd, Crestview, FL 32536. All invoices shall specify the number of meals provided to the County, the unit price for each meal type, **must** show the County contract number and provide details of preferred payment methods. The contractor shall maintain such records as the County will need to meet monthly reporting responsibilities on Juvenile meals served under the NSLP program and will report claim information, including daily meal counts, to the County promptly at the end of each month with its monthly billing.

PRICING STRUCTURE

1. The prices quoted in this request for proposal shall be firm for the first three (3) year / (36) consecutive month period. However, an incremental pricing structure may be acceptable as long as it is structured by inmate population.
2. Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges. Credit for USDA Commodities and Farm Products will be promptly credited on submitted invoices and deducted from the contract payment during the following billing cycle.
3. In the event of a renewal of the contract, unit pricing shall be subject to redetermination within the parameters outlined in this request for proposal. Subsequent annual price adjustments (**applied to per meal prices only – all other fees remain the same**) shall be made in proportion to the change (increase or decrease) in the Producer Price Index (PPI) and shall be submitted as a response to a County letter of inquiry regarding annual renewal of the contract. The contractor shall work with the Corrections Department in advance of renewal to assist staff in annual budgeting as needed. Any price adjustments will coincide with the County's fiscal year.
 - a. PPI information may be obtained online at website bls.gov/ppi/ – under detailed statistics, utilize PCU20_#Food & Kindred.
 - b. Documentation supporting any price increase shall be limited to once annually and must be submitted at the time of the contract renewal.

- c. Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.
4. Food service required by the County facilities outside the scope of this contract may be provided by the successful contractor upon written authorization by the County and at a mutually agreed upon price.

CONTRACTOR'S STAFF ACCOMMODATIONS - The County will provide for the contractor adequate office space, including basic office furnishings and use of a phone in the kitchen area.

1. The contractor will be required to provide any additional equipment they deem necessary, such as computer, computer table, fax, modem, etc.
2. The cost of a phone and/or data line(s) and all local expenses will be paid by the County.
3. All long distance charges incurred by the contractor's staff will be paid by the contractor.

PROPOSER SUBMITTAL – Proposers shall submit information attesting to the qualifications of the company and its employees with its proposal submission form at the proposal opening date and time. Failure to submit this information may render the proposal non-responsive and the proposal may not be considered for award. Information to be submitted with the proposal form shall, at a minimum, including the following:

1. A list of references of at least three (3) commercial clients complete with contact name and telephone number.
2. A brief description of the work tasks and size of jobs performed for the commercial clients listed.
3. The name and resume/qualifications of the on-site Food Service Manager.
4. The name and resume/qualifications of the contractor's Regional Manager.
5. Transition plan describing procedures to provide a smooth transition from the current contractor to your proposed program.
6. Meal quality and preference monitoring plan describing methods for monitoring inmate preferences and individual complaints from inmates (on an on-going basis) and methods for responding to concerns and negative evaluations by County staff.
7. Sample reports and billing statements.
8. Bid amount for the menu provided herein.
9. Sample menus and recipes for alternative options and varieties and the bids associated with those alternatives.
10. Plans for vocational training to blend with existing offender re-entry programs.
11. Staffing plan for the life of the contract.

EVALUATION & AWARD

1. Committee Evaluation - A selection committee will review all proposals and will participate in the Recommendation to Award.
 - a. The committee may request documentation from proposers of any information provided in their proposal response or require the proposer to clarify or expand qualification statements.
 - b. The committee may also require a site visit and/or verbal interview with the proposer and his/her company to clarify and expand upon the proposal response.
2. Award & Evaluation Criteria – The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth below. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

3. Responsiveness will be determined by the committee at the time proposals are evaluated using the following criteria and scoring:
 - a. References provided with the proposal response.
(10 points)
 - b. The proposer’s ability to satisfactorily handle the type and volume of work being offered by the County, which includes general management’s capability as evidenced in the written proposal, comments of references and site visits.
(20 points)
 - c. Staff and program offered, variety of capacity, range of capacity and quality of past jobs performed.
(10 points)
 - d. Proposer’s management, technical and supervisory personnel (including experience in training and supervising inmate labor) and experience in the types of work proposed.
(10 points)
 - e. The quality and variety of the proposer’s sample menu and details on preparation and delivery of the meals requested.
(20 points)
 - f. Ease of the liaison to communicate with the County Department/Divisions.
(10 points)
 - g. Proposer’s internal management and ability to provide timely and accurate records, backup for emergency situations and accurate reporting, record keeping and billing of the meals prepared.
(10 points)
 - h. Total program cost as it relates to the recommended service level for the County’s facilities.
(10 points)

TERM OF CONTRACT:

The term of this contract will be for one (1) year. The County reserves the right to renew this contract for four (4) one (1) year contract periods. Renewal of the contract period shall be recommended at the County’s discretion, upon written agreement by both parties.

TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Review Committee Scope Review	13 July 2021
Issue RFP	02 August 2021
Mandatory Pre-proposal Meeting	12 August 2021
Questions from potential proposers due	17 August 2021
Issue Addendum (if necessary)	23 September 2021
Proposal Response Due	08 September 2021
Review Committee Meeting	14 September 2021
Intent to Award	17 September 2021
Board Meeting / Approval	05 October 2021

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-Premises and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence for products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract. **Note: For Respondent's convenience, this certification form is enclosed and is made a part of the solicitation package.**

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 North Wilson Street, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL SUBMITTAL CONDITIONS

PRE-PROPOSAL ACTIVITY - Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: aetheridge@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> or to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the submitted documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their submission. No Respondent may rely upon any verbal modification or interpretation.

PREPARATION OF SUBMITTAL – The submission form is included with the required documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the required documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the submittal signed. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any submittal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting submittals may be rejected.

A response submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A response submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A response submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A response submitted by an individual shall show the Respondent's name and official address.

A response submitted by a joint venture shall be executed by each joint venture in the manner indicated on the response form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

Response shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the response shall be shown.

If the Respondent is an out-of-state corporation, the response shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

INTEGRITY OF QUALIFICATION DOCUMENTS – Respondents shall use the original documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Any modifications or alterations to the original documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a response. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original response documents.

SUBMITTAL OF RESPONSE – A response shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to submit proposals and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the response is submitted), the name and address of the Respondent, and shall be accompanied by the response security and other required documents. It is the Respondent's responsibility to assure that its response is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted. **Note: Crestview is not a next day delivery site for overnight carriers.**

MODIFICATION & WITHDRAWAL OF RESPONSE – A response may be modified or withdrawn by an appropriate document duly executed in the manner that a response must be executed and delivered to the place where responses are to be submitted prior to the date and time for the opening of responses.

If within 24 hours after responses are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its response, that Respondent may withdraw its response, and the response security may be returned. Thereafter, if the work is re-submitted, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

RESPONSES TO REMAIN SUBJECT TO ACCEPTANCE – All responses will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening; but the County may, in its sole discretion, release any response and return the response security prior to the end of this period.

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. In accordance with Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented

a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. **Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

CONDITIONAL & INCOMPLETE RESPONSES – The County specifically reserves the right to reject any conditional proposals or incomplete proposals which make it impossible to determine the true quality or true amount of the proposal.

PRICING – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.

ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the response throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

DISQUALIFICATION OF RESPONDENTS – Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its response:

- a. Submission of more than one response for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement.
- f. Default under previous contract.
- g. Listing of Respondent by any Local, State or Federal Government on a barred/suspended contractor list.

AWARD OF CONTRACT – Okaloosa County Review - A selection committee will review all responses and will participate in the Recommendation to Award.

The County will award the contract to the most qualified Respondent, and the County reserves the right to award the contract to the Respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposals and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this response and to accept the response that in its judgment will best serve the interest of the County.

PAYMENTS – The Respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 101 E. James Lee Blvd, Crestview, FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

DISCRIMINATION – An entity or affiliate who has been placed on the discriminatory vendor list may not submit proposals for a contract to provide goods or services to a public entity, may not submit proposals 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIME INFORMATION – Pursuant to Florida Statute 287.133, a Respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted contractor list.

CONFLICT OF INTEREST – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their responses the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches. **Note: For Respondent’s convenience, this certification form is enclosed and is made part of the response package.**

REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Submittals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish any additional information and financial data for this purpose as the County may request.

AUTHORITY TO PIGGYBACK – All Respondents submitting a response to this Request for Proposals agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this solicitation, should the Respondent feel it is in their best interest to do so. Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible

for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this contract. This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

CONE OF SILENCE – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. **Note: For Respondent's convenience, this certification form is enclosed and is made part of the response package.**

REVIEW OF PROCUREMENT DOCUMENTS – Per Florida Statute 119.071(2) competitive solicitations received by the County are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701 – The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

SUSPENSION OR TERMINATION FOR CONVENIENCE – The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY – In case of default by the Respondent, the County after due notice of 60 days (oral or written) may procure the necessary supplies or services from other sources and hold the Respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Respondent from the vendor list for duration of one (1) year, at the option of County.

AUDIT – The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. If requested, the CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure contractual compliance. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement. All records must be maintained for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the County, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit. The contractor accepts liability for any over-claims due to contractor negligence or noncompliance with regulations, including those over-claims based on review or audit findings.

EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act; or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA – Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>

ADDITIONAL REQUIRED DOCUMENTS

THESE DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management (2 pages)
- J. Addendum Acknowledgement
- K. Anti-Collusion Statement
- L. Governmental Debarment & Suspension
- M. Vendors on Scrutinized Companies List
- N. References
- O. Certificate of Good Standing
- P. USDA Certification Regarding Debarment
- Q. Federal Grant Clauses

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, 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 quote 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 quote, 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, Florida Statutes, 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 upon, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

PHONE.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a County employee, elected official, or agency is also associated with your business), or “no.” If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: _____

NAME(S)	POSITION(S)
---------	-------------

_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME: _____

BY (PRINTED): _____

BY
(SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL : _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the Respondent (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after responses are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2021, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank) If recycled what percentage? _____ %

Product Description: _____

2. If your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

The contractor agrees to release, discharge, indemnify, defend and hold harmless the County, its officers and employees' agents from all illness, injury or damage to persons or property that may arise out of the activities covered under this agreement, including the transportation, distribution, use or consumption of food items, irrespective of any negligence on the part of the County. Furthermore, the contractor agrees to defend and fully indemnify the district from any and all liability, loss or damage the County or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation or judgments against it arising from any and all illness, injury or damage to any person, persons or property caused by or resulting from the activities covered under this agreement, including the transportation, distribution, use or consumption of food items.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

Email

LOBBYING - 31 U.S.C. 1352, 49 CFR PART 19, 49 CFR PART 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official
 _____ Name and Title of Contractor's Authorized Official
 _____ Date

For: Okaloosa County

Title of Grant Program: Sponsor 303 Contract 18224 – National School Lunch Program, School Breakfast Program and Food Commodities

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Email: _____

Federal ID or SS #: _____

Respondent's License #: _____

Respondent's DUNS #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ANTI-COLLUSION STATEMENT

The below signed Respondent has not divulged to, discussed or compared his submittal with other responders and has not **colluded with any other responders or parties to respond whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from solicitation list(s).

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

Respondent's Company Name

Authorized Signature – Manual

Address

Authorized Signature – Typed

City/State/Zip

Title

Phone #

Fax #

Federal ID # or SS #

GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this response is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this response is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
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.

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

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. That it has done so by checking the Excluded Parties List System. This is available on the internet at <http://epls.arnet.gov>;
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 bid

Printed Name and Title of Authorized Representative _____

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

In accordance with E-CFR §200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.) (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the

sponsor to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it determines to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); as amended; USDA regulations implementing Title IX of the Education Amendments
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [Appendix II to 2 CFR 200]

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United

States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment

official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

LIST OF REFERENCES

1. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

2. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

3. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

4. Owner's Name and Address: _____

Contact Person: _____ Telephone # (_____) _____

Email: _____

5. Owner's Name and Address: _____

Contract Person: _____ Telephone # (_____) _____

Email: _____



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

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

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT A
FOOD SPECIFICATIONS

- 19.1 All USDA Foods offered to the County and made available to the VENDOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- 19.1 All breads, bread alternates, and grains must be whole grain or whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's *Exhibit A: School Lunch and Breakfast*. Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- 19.2 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.
- 19.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.
- 19.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.
- 19.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 19.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- 19.3 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.
- 19.4 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as an extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.
- 19.5 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.
- 19.6 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have

characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- 19.7 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements
- 19.8 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium or no added salt.
- 19.9 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).
- 19.10 All fruit juices must be 100 percent, full strength juice.
- 19.11 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- 19.12 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- 19.13 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- 19.14 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- 19.15 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the County.
- 19.16 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable age appropriate year.
- 19.17 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the juvenile meal programs.
- 19.18 USDA requires County's to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored.

EXHIBIT B, PART 1
Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade Lunch

M/MA	1 3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	2	4 oz.	Cheese Sauce (2 oz. eq. M/MA)	3	4.5 oz.	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese = 2.5 oz. eq. M/MA)	4	4	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	5	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	VEG Weekly cup portions 1/2 cup Dark Green 3/4 cup Red/Orange 1/2 cup Beans/Peas 1/2 cup Starchy 1/2 cup Other 1 cup Add'l Grains (9.5 oz.)		
	G/B	WGR Dinner Roll (1 oz. eq. grain)		1/2 c.	WGR Pasta Macaroni (1 oz. eq. grain)		1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)		3 oz.	WGR Bun (2 oz. eq. grain)		2 oz.	WGR Pizza Crust (2 oz. eq. grain)		x	
	Fruit	1 oz.		Seasoned WGR Brown Rice	1/2 c.		WGR Tortilla Chips	1 oz.		WGR Tortilla Chips	2 oz.						x
		1/2 c.		1/2 cup Peaches	1/2 c.		1/2 cup Fresh Apple Slices	1/2 c.		1/2 cup Pineapple Chunks	1/2 c.		1/2 cup Cinnamon Applesauce	1/2 c.		1/2 cup Fresh Orange Wedges	x
	Veg	3/4 c.		1 cup Baked Beans = 3/4 cup credit (USDA I-06)	3/4 c.		1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 cup		1 Cup (1/2 Cup credit) Iceberg Lettuce	1 cup		3/4 cup Baked Potato Wedges 1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)	3/4 c.		3/4 cup Baby Carrots FF Ranch	x
M/MA	6	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	7 1	Cup	Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	8	8	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	9 3	3	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	10	4 oz.	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	VEG Weekly cup portions 1/2 cup Dark Green 3/4 cup Red/Orange 1/2 cup Beans/Peas 1/2 cup Starchy 1/2 cup Other		
G/B	1 oz. 1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	1/2 c.	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	6" WGR Tortilla (1 oz. eq. grain)	1 oz.	2 oz.	WGR Bread (2 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	x			
Fruit	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1/2 c.	1/2 cup Fresh Banana	1/2 c.	1/2 cup Fruit Cocktail	1/2 c.	1/2 cup Cantaloupe Wedges	1/2 c.	1/2 c.	1/2 cup Pears	1/2 c.	1/2 cup Pears	x			
	1/2 c.	1/2 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries												x			
														x			

Veg	3/4 c.	3/4 Black-eyed peas	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 cup Tomato Sauce	3/4 c.	3/4 cup Baked Sweet Potato Fries	3/4 c.	3/4 cup Sweet Peas	3/4 c.	3/4 Cup Green Beans	1 cup Add'l	x Grains (8-8.25 oz.)
M/MA		Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12	Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	14 1	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)		Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)		VEG Weekly cup portions
G/B	11 1/2	WGR Oyster Crackers (1 oz. eq. grain)	1 Each	WGR Croutons (1 oz. eq. grain)	13	WGR Hot Dog Bun (1.5 oz. eq. grain)		6"WGR Tortilla (1 oz. eq. grain)		WGR Pizza Crust (2 oz. eq. grain)		1/2 cup Dark Green
Fruit	Cup	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1oz. eq. grain)	2 oz.	1/2 cup Fresh Apple Slices	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	15			3/4 cup Red/Orange
	1 oz.	1/2 cup Mixed Fruit	1 oz.	1/2 cup Watermelon	1.5 oz.		1/2 c.	1/2 cup Fresh Orange Wedges	4.5 oz. slice	1/2 cup Peaches		1/2 cup Beans/Peas
Veg	1/2 c.	3/4 cup Variety Beans (Chili)	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1/2 c.	3/4 Cup Cucumber Sticks	1 cup	3/4 cup Mexicali Corn	2 oz.	3/4 cup Baby Carrots		1/2 cup Starchy
	3/4 c.				3/4 c.		FF Ranch	1/4 cup salsa	1/2 c.	FF Ranch		1/2 cup Other
									3/4 c.			1 cup Add'l
												Grains (9.5 oz.)
	16	Baked Breaded						Hot Deli Turkey and Cheese Sub (1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq.				VEG Weekly cup portions
												1/2 cup Dark Green

M/MA	5 pieces	Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	17 2 oz.	Pork Stir Fry (2oz. cooked porked = 2 oz. eq. M/MA)	18 1 Cup	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	19 4.66 oz.	M/MA)	20 1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	¾ cup Red/Orange
G/B	(3 oz.) 1 oz.	WGR Biscuit (1 oz. eq. grain)		WGR Brown Rice (1 oz. eq. grain)	½ C.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	½ cup Beans/Peas
	1 oz.	Tenders WGR Breeding (1 oz. eq. grain)	½ c.						1 oz.	WGR Tortilla Chips (1 oz. eq. grain)		

Fruit	½ c.	1/2 cup Baked Cinnamon Apples	½ c.	1/2 cup Fresh Pineapple Chunks	½ c.	1/2 cup Fresh Banana	½ c.	1/4 cup Sliced Kiwi with 1/4 cup Red Grapes	½ c.	1/2 cup Fresh Melon(s)	x	1/2 cup Starchy
Veg	¾ c.	¾ Cup Black Beans	¾ c.	1/2 cup Broccoli, Steamed	1 cup	¾ cup Carrot Sticks	¾ c.	¾ Cup Tater Tots	¾ c.	1 Cup (1/2 Cup credit) Iceberg Lettuce	x	1/2 cup Other
				1/4 cup Oriental Veg (Stir Fry)		1/4 cup Tomato Sauce				1/4 cup Tomatoes, Onion (Salsa)	x	1 cup Add'l
												Grains (8.5 oz.)

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M/MA 1 Each Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)

G/B 1 oz. Whole Grain Rich Bun (1 oz. eq. grain)

Fruit 1/2 c. 1/2 cup Fresh Apple Slices

It is recommended to utilize USDA recipe to prepare menu items when applicable.

WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate

A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.

The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.

Products may be brand name or equivalent as stipulated in this contract.

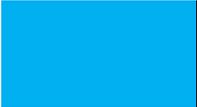
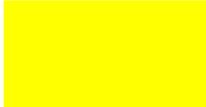
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	<p>The contractor is encouraged to incorporate low sodium products.</p> <p>Required average daily calorie range per 5-day week = 600-650</p> <p>*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.</p> <p>Grains must meet the designated ounce equivalents per the menu guidelines.</p> <p>Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range. Condiments to be included,</p>
		1/4 cup Tomatoes	
		3/4 cup Crinkle Cut Fries	

EXHIBIT B, PART 1
Food-Based Meal Pattern
21-Day Cycle Menu for 9th – 12th Grade

Lunch

	1	2	3	4	5	VEG Weekly cup portions
M/MA	3-4 oz. Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz. Cheese Sauce (2 oz. eq. M/MA)	4.5 oz. Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz. Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x 1/2 cup Dk Green
G/B	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1/2 cup WGR Pasta—Macaroni (1 oz. eq. grain)	1.5 oz. 8"WGR Tortilla (1.5 oz. eq. grain)	2 oz. WGR Hamburger Bun (2 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x 1-1/4 cup Red/Orange
	1/2 cup Seasoned WGR Brown Rice (1 oz. eq. grain)	1 oz. WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)			x 1/2 cup Beans/Peas
Fruit	1 cup Peaches	1 cup 1/2 cup 100% Fruit Blend Juice	1 cup Pineapple Chunks	1 cup Cinnamon Applesauce	1 cup Grapes	x 1/2 cup Starchy
		1/2 cup Fresh Apple Slices				x 3/4 cup Other
Veg	1 cup 1-1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup 1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce	1 cup 1 Cup Baked Potato Wedges	1 cup 1 Cup Baby Carrots	x 1-1/2 cup Add'l
			1/4 Cup Salsa		FF Ranch	
						x Grains (10.5 oz)

	6		7	8	9	10		VEG Weekly cup portions
M/MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	2 oz. BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz. 2 Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	2 oz. Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz. 1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	1 cup WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	oz. 10" WGR Tortilla (2 oz. eq. grain)	2 oz. WGR Bread (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1oz. eq. grain)	1 oz. Garlic Bread (1 oz. eq. grain)				x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup 1/2 cup Fresh Banana 1/2 cup 100% Apple Juice	1 cup 1 cup Fruit Cocktail	1 cup 1 cup Cantaloupe Wedges	1 cup 1 cup Pears	x	1/2 cup Starchy
							x	3/4 cup Other
Veg	1 cup	1 cup Black Beans	1-1/4 cup 2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 Cup Tomato Sauce	1 cup 1 Cup Baked Sweet Potato Fries	1 cup 1 Cup Sweet Peas	1 cup 1 Cup Green Beans	x	1-1/2 cup Add'l
							x	
								Grains (10-10.25 oz)
M/MA	11	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	12 Turkey and Cheese Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	13 Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	14 1 Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	15 Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	WGR Oyster Crackers (1 oz. eq. grain)	1 oz. WGR Croutons (1 oz. eq. grain)	1 oz. WGR Soft Breadstick (1 oz. eq. grain)	2 oz. WGR Hot Dog Bun (1.5 oz. eq. grain)	Each 6" WGR Tortilla (1 oz. eq. grain)	2 oz. WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1/2 Cup WGR Dinner Roll (1 oz. eq. grain)	1 oz. WGR Soft Breadstick (1 oz. eq. grain)	1.5 oz. Hard Pretzels (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)		x	1/2 cup Beans/Peas
	1 oz. 1 cup Mixed Fruit	1 cup 1 cup Watermelon	1/2 cup Fresh Apple	1 oz. 1 cup pineapple chunks	1 cup pineapples chunks	1 cup Grapes	x	1/2 cup Starchy
			1/2 cup 100% Fruit Punch Juice				x	3/4 cup Other

Fruit	1 cup		1 cup		1 cup		1 cup		1 cup		x	
Veg	1 cup				1 cup		1-1/4 cup		1 cup			Grains (10.5 oz)
										FF Ranch		
M/MA	16	5 pieces (3 oz.) Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	17	2 oz. Pork Stir Fry (2 oz. cooked pork = 2 oz. eq. M/MA)	18	1 Cup Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	19	4.66 oz. Hot Turkey and Cheese (Sub)	20	1 Each Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	VEG Weekly cup portions
G/B	1 oz. 1 oz.	WGR Biscuit (1 oz. eq. grain) WG Tenders Breading (1 oz. eq. grain)	1 c. WGR Brown Rice (2 oz. eq. grain)	1/2 C. WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	1 oz. Garlic Bread (1 oz. eq. grain)	2 oz. WGR Bun (2 oz. eq. grain)	1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	1.5 oz. 8"WGR Tortilla (1.5 oz. eq. grain)	1 oz. WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Dk Green	
										x	1-1/4 cup Red/Orange	
										x	1/2 cup Beans/Peas	
Fruit	1 cup	1 cup Baked Cinnamon Apples	1 cup	1 cup Pears	1 cup	1/2 cup Fresh Banana 1	with 1 cup 1/2 cup Sliced Kiwi 1/2 cup Red Grapes	1 cup	1 cup	1 cup Fresh Melon(s)	x	1/2 cup Starchy
Veg	1 cup	1 -1/3 Cup Baked Beans = 1 Cup credit (USDA I-06)	1 cup	3/4 cup Broccoli	1-1/4 cup	1/2 cup 100% Apple Juice 1 cup Carrot Sticks 1/4 cup Tomato Sauce	1 cup	1 cup Tater Tos	1-1/4 cup	2 Cups (1 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)	x	3/4 cup Other
											x	1-1/2 cup Add'l
											x	Grains (10.5 oz)
	21											

WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate

M/MA	2 oz.	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.
G/B	2 oz.	Whole Grain Rich Bun (2 oz. eq. grain)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service. Products may be brand name or equivalent as stipulated in this contract. The contractor is encouraged to incorporate low sodium products.
Fruit	1 cup	1 cup Fresh Apple Slices	Required average daily calorie range per 5-day week = 750–850 *Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce. Grains must meet the designated ounce equivalents per the menu guidelines.
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range. Condiments to be included, It is recommended to utilize USDA recipe to prepare menu items when applicable.
		1/4 cup Tomatoes	
		3/4 cup Crinkle Cut Fries	

**EXHIBIT B, PART 2
Food-Based Meal Pattern
21-Day Cycle Menu for K – 12th Grade
Breakfast**

1	2	3	4	5
G/B 1.2 oz. WGR Pancakes (1 o.z eq. grain)	1 oz. WGR Toast (1 oz. eq. grain)	1 oz. WGR English Muffin (1 oz. eq. grain)	1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz. WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese
G/B or 1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies	1 oz. 1/2 Egg (1 oz. eq. M/MA)	4 oz. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	
M/MA		1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA)		
F/V 1/2 c. Fresh Blueberries	1/2 c. Orange Wedges	1/2 c. Fresh Strawberries	1/2 c. Fresh Banana	1/2 c. Fresh Apple Slices

	1/2 c. 100% Pineapple Juice Syrup	1/2 c. 100% Orange Juice 1/4 c. Mushrooms, Red/Green Peppers, and Onions	1/2 c. 100% Apple Juice	1/2 c. 100% Grape Juice	1/2 c. 100% Fruit Punch Juice
6	G/B 1/2 c. WGR Oatmeal (1 oz. eq. grain) G/B or 2 oz. WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain) M/MA F/V 1/2 c. Cinnamon Apples 1/2 c. 100% Pineapple Juice	7 1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq. 2 oz. WGR Apple Muffin (2 oz. = 1 oz. eq. grain) 1/4 c. Raisins (1/4 c. credits 1/2 c.) 1/2 c. 100% Orange Juice	8 2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain) 1/2 c. Pineapple 1/2 c. 100% Apple Juice Syrup	9 1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq. 1 oz. WGR Animal Crackers (1 oz. = 1 oz. eq. grain) 1/2 c. Pears 1/2 c. 100% Grape Juice	10 1 oz. WGR English Muffin 2 Tbsp. Peanut Butter (2 Tbsp. = 1 oz. eq. M/MA) 1/2 c. Peaches 1/2 c. 100% Fruit Punch Juice
11		12	13	14	15
	G/B 4.8 oz. WGR French Toast (4.8 oz. = 2 oz. eq. grain) G/B or M/MA F/V 1/2 c. Applesauce 1/2 c. 100% Pineapple Juice Syrup	1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq. 1/2 c. Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA) 1/2 c. Fresh Banana 1/2 c. 100% Orange Juice	1 oz. WGR Biscuit (1 oz. eq. grain) 1 oz. Egg (1/2 egg = 1 oz. eq. M/MA) 1/2 oz. Low-fat Cheese (.5 oz. eq. M/MA) 1/2 c. Orange Wedges 1/2 c. 100% Apple Juice	1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq. 2 oz. Hard Boiled Egg (1 egg = 2 oz. eq. M/MA) 1/2 c. Mixed Fruit 1/2 c. 100% Grape Juice	1 oz. WGR Toast (1 oz. eq. grain) 1/2 egg Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies 1/2 c. Fresh Blueberries 1/2 c. 100% Orange Juice 1/4 c. Mushrooms, Red/Green Peppers, and Onions
16		17	18	19	20

<p>G/B ½ c. WGR Oatmeal (1 oz. eq. grain)</p> <p>G/B or 2 oz. Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)</p> <p>M/MA</p> <p>F/V 1/2 c. Cinnamon Apples</p> <p>1/2 c. 100% Pineapple Juice</p>	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>2 oz. WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Pineapple</p> <p>1/2 c. 100% Orange Juice</p>	<p>2.4 oz. WGR Waffles (2.4 oz. = 2 oz. eq. grain)</p> <p>1/2 c. Peaches</p> <p>1/2 c. 100% Apple Juice</p> <p style="text-align: right;">Syrup</p>	<p>1 oz. WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq. 1.25 Cups (puffed cereal) = 1 oz. eq.</p> <p>1 oz. WGR Graham Crackers (1 oz. = 1 oz. eq. grain)</p> <p>1/2 c. Fresh Strawberries</p> <p>1/2 c. 100% Grape Juice</p>	<p>2 oz. WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)</p> <p>1 oz. Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)</p> <p>1/2 c. Fresh Apple Slices</p> <p>1/2 c. 100% Fruit Punch Juice</p>
<p>21</p> <p>G/B 1.2 oz. Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)</p> <p>G/B or</p> <p>M/MA 1 oz. Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)</p> <p>F/V 1/2 c. Mixed Fruit</p> <p>1/2 c. 100% Orange Juice</p>	<p>WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate</p> <p>A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.</p> <p>The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.</p> <p>Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.</p> <p>The breakfast menu must meet the 2014-2015 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, and Sodium Target 1 (≤540 mg sodium at breakfast).</p> <p>Condiments to be included.</p> <p>The contractor is encouraged to incorporate low sodium products.</p>			

**EXHIBIT C
FOOD BASED NUTRITION STANDARDS
FOR MENU PLANNING
NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM**

	Breakfast Meal Pattern			Lunch Meal Pattern		
	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>	<i>Grades K-5</i>	<i>Grades 6-8</i>	<i>Grades 9-12</i>
Meal Pattern	Amount of Food^a Per Week (Minimum Per Day)					
Fruits (cups) ^{b,c}	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{b,c}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^d	0	0	0	½	½	½
Starchy ^d	0	0	0	½	½	½
Other ^{d, e}	0	0	0	½	½	¾
Additional Veg to Reach Total ^f	0	0	0	1	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0 ^g	0 ^g	0 ^g	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ¹	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{h,i,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ⁱ	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{h,j}	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Target 1, 2014-2015						
Target 2, 2017-2018	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1,035	≤ 1,080
Target 3, 2022-2023	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
<u>Trans fat</u> ¹	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans fat</u> per serving.					

^aFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

^bOne quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^cFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^dLarger amounts of these vegetables may be served.

^eThis category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in § 210.10(c)(2)(iii).

^fAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^gThere is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^hThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁱDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^jFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposers to view and understand the County’s standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 2021, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor to provide Inmate Food Services (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s response to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement RFP COR 35-21 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;
- Attachment “E” – Grant Funding Conditions

2. Services. Contractor agrees to perform the following services, Inmate Food Services . The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all

Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of three (3) years from the date all parties have signed, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled 'Indemnification and Waiver of Liability' shall survive termination of this Agreement. Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals. .

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

The following are reimbursable expenses associated with this Agreement:

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment “B” attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney’s fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign

immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of five (5) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Eric Esmond, Director Okaloosa County Corrections 1200 East James Lee Boulevard Crestview, FL 32539 850-689-5690 eesmond@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		With a copy to:

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a

subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any

benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement as Attachment “D”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

27. Grant Funding. From time-to-time during the duration of this Agreement, grant funding may be utilized in performance of this this Agreement, such as United States Department of Agriculture School Lunch Program funding. As such, Contractor further agrees to the following:

- a. Contractor shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services (“FDACS”) and the USDA regarding Child Nutrition Programs
- b. Contractor agrees that any and all refunds or manufactures rebates shall go back into the County’s food service account and shall at no time be kept by the Contractor.
- c. Contractor agrees that all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the county's nonprofit food service account
- d. Contractor certifies and agrees to comply with the requirements outlined in Exhibit B & C as they apply to the performance of this Agreement:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

BY:

Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II, Clerk of Courts

BY: _____
Carolyn N. Ketchel, Chairman