



**Bay District Schools**  
Purchasing Department  
1150 West 17<sup>th</sup> Street  
Panama City, Florida 32405  
850-767-4207

# INVITATION TO BID

**DUE DATE:** Bids due at 2:00 p.m. Central Time (CT):

**April 1, 2025**

**RFQ NO.:**

**#25-02**

**RELEASE DATE :**

**March 11, 2025**

**POSTING DATE FOR  
AWARD  
RECOMMENDATION:,  
(on or about) April 8, 2025**

Bids must be submitted to the Purchasing Department and received **on or before 2:00 p.m. CT** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (*Florida Statute 119.071 2.*)

**BID TITLE:**

**Food Service equipment repair and preventative maintenance**

## SECTION 1, Bidder Acknowledgement

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

Bidder's Name and state "Doing Business As", where applicable:

**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

**E-mail Address to Send Purchase Orders:**

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this INVITATION TO BID (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this ITB except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

**Signature of Authorized Representative (Manual)**

**Name of Authorized Representative (Typed or Printed)**

**Title (Typed or Printed)**

**Posting of Bid Tabulations:** Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about **April 4, 2025**.

## SECTION 2, Submittal Requirements

**SUBMITTAL REQUIREMENTS:** In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☐ below have been submitted.

☐ Bid Bond

☐ Descriptive Literature

☒ Licenses

☒ Manufacturers Authorization

☒ References

☐ Bidder Questionnaire

☐ Other

**Note:** If your firm wishes to not submit a bid in response to the ITB, but remain on our bidder list, please complete and return, via mail or fax, this page of the ITB indicating "No Bid".

**CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR BID ENVELOPE TO IDENTIFY IT. ALL BIDS CAN BE MAILED OR HAND DELIVERED TO 1150 W. 17<sup>TH</sup> STREET, PANAMA CITY FL 32405 AS LONG AS THEY ARE RECEIVED BY DUE DATE OF APRIL 1, 2025 AT 2: 00 PM. ONLY BIDS THAT MEET THE DUE DATE AND TIME WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.**



<b>DELIVER TO:</b>	THE SCHOOL DISTRICT OF BAY COUNTY PURCHASING DEPARTMENT 1150 WEST 17 <sup>TH</sup> STREET PANAMA CITY, FL 32405
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ITB NO:	<b>#25-02</b>
ITB TITLE:	<b>Food Service equipment repair and preventative maintenance</b>
DUE DATE/TIME:	<b>April 1, 2025 at 2:00 PM CT</b>

SUBMITTED BY:	_____
	NAME OF COMPANY

## **Introduction**

**SCOPE:** Bay District Schools is seeking vendors to provide “turn-key” kitchen equipment repair and preventive maintenance. Kitchen repair and preventative maintenance is defined as any service of a routine, periodic, episodic nature that is required to ensure safety and effective operation of identified kitchen equipment located in food preparation facilities in the building(s). The costs for repair and preventive maintenance are to be bid separately, a single-flat hourly labor cost for each service. For preventive maintenance, the hourly labor cost must be all inclusive of everything necessary to fulfill the contract including, but not limited to: furnishing all materials, equipment, tools, supplies, labor, services, clean-up cost and certifications required to complete the work in accordance with bid specifications. Maintenance and Repairs must be performed at a time that does not interfere with School Meal Service (Except for Emergencies). Occasionally, services may be required outside of regular operating hours. Bay District Schools reserves the right to award to multiple responsive vendors.

**Point of Contact:** For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, contact **via email only**, Jacqueline Dorman, Purchasing Agent, Bay District School Purchasing Department, @ [dormajd@bay.k12.fl.us](mailto:dormajd@bay.k12.fl.us). Such contact shall be for clarification purposes only.

**Closing Date and Time:** Please note and pay close attention to the closing date and time of this ITB. *The closing date and time for this ITB is set for April 1, 2025 @ 2:00 pm.*  
**PLEASE SUBMIT ONE PRINTED COPY AND ONE FLASH DRIVE COPY OF THE BIDDER INFORMATION / BID FORM EXCEL SPREADSHEET. BIDS CAN BE MAILED OR HAND DELIVERED TO OUR OFFICE AT PURCHASING OFFICE 1150 WEST 17<sup>TH</sup> STREET, PANAMA CITY, FL 32405. ALL BIDS MUST BE RECEIVED BY 2:00 PM ON THE DUE DATE. ONLY BIDS THAT MEET THE DUE DATE AND TIME WILL BE ACCEPTED.**

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

Bid Release	March 11, 2025
Pre-Bid Conference & Site Inspection	March 25, 2025 @ 9:30 am
Bids Due/Opening	April 1, 2025
Bids Taken to the Board for Approval	April 8, 2025
Bid Awarded (on or about)	April 8, 2025

**Addendum:** Any material changes to the bid shall be transmitted by addendum only. The Vendor, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of their bid. The District shall not be responsible for any other interpretation, other than those transmitted by addendum prior to the bid award. The vendor is solely responsible for verifying they have received all bid Addenda. Addenda will be emailed to vendor. No verbal or written information which is obtained other than by information in this document or by addendum to this ITB request will be binding on the District.

**Pre-ITB Meeting and Site Inspections:** A Pre-ITB meeting will start at the Bay District Schools, Purchasing Department located at 1150 West 17<sup>th</sup> Street, Panama City FL 32405, on **Tuesday, March 25, 2025 @ 9:30am**. All vendors attending shall be transported via bus, to various location sites. This is a non-mandatory meeting; however, it will be the only opportunity for you to receive the benefits of a review/walk-through of each site and to see equipment to be serviced. Attendance is strongly encouraged. If you are not the prime bidder but attending on behalf of another, please make note of this when signing the attendance roster where indicated.

## **SCOPE OF WORK**

**SCOPE OF WORK SPECIFICATIONS:** Bay District Schools is seeking vendors to provide “turn-key” kitchen equipment repair and preventive maintenance. Kitchen repair and preventative maintenance is defined as any service of a routine, periodic, episodic nature that is required to ensure safety and effective operation of identified kitchen equipment located in food preparation facilities in the building(s). The costs for repair and preventive maintenance are to be bid separately, a single-flat hourly labor cost for each service. For preventive maintenance, the hourly labor cost must be all inclusive of everything necessary to fulfill the contract including, but not limited to: furnishing all materials, equipment, tools, supplies, labor, services, clean-up cost and certifications required to complete the work in accordance with bid specifications. Maintenance and Repairs must be performed at a time that does not interfere with School Meal Service (Except for Emergencies). Occasionally, services may be required outside of regular operating hours. Locations/sites are contained in **Exhibit A**.

Bay District Schools reserves the right to award to multiple responsive vendors.

### **A. Equipment Covered: (See Exhibit B for Inventory List)**

1. Display Cases
2. Clothes Dryer Vents
3. Freezers
4. Ice Cream Boxes
5. Ice Machines
6. Merchandisers
7. Milk Coolers
8. Ovens / Combi Ovens
9. Pizza Ovens / Deck Ovens
10. Refrigerators
11. Steamers / Combi Steamers
12. Serving Lines
13. Warmers
14. Dishwashers
15. Mixers
16. Slicers,
17. Walk-In Cooler and Freezer Doors and Frames
18. Walk-In Cooler and Freezer Refrigeration
19. Garbage disposals

**B. Certification and Licensing:**

1. The prospective vendor must be a Licensed Repair Technician where applicable and carry a Factory Authorized Certification. Certification from the Commercial Food Equipment Service Association (CFESA) is desirable. Technicians servicing the equipment should also have active and current applicable licenses and certifications.
2. The Awardee(s) must have the ability to troubleshoot and repair various brands and types of kitchen equipment (See Appendix C) and have access to manufacturer's specifications and manuals associated with food preparation or holding equipment reported for repair.
3. Where applicable, the Awardee must possess a Florida State 0601, Category 1, Liquefied Petroleum Gas Dealer license or provide an appropriate license to repair, replace, and/or retrofit gas stoves, ovens, steamers, serving lines, etc.

**C. Communications:**

1. The Awardee(s) must be able to respond to service requests for emergencies (defined at the discretion of Bay District Schools Food Service Department) within 2 hours of service call.
2. The Awardee(s) must be able to respond to service request for standard repairs within 48 hours of service call.
3. The Awardee(s) must provide a method to receive service calls from Bay District Schools Food Service Department, 7 days per week and 24 hours per day.

**D. Preventive Maintenance Requirements:**

1. The preventive maintenance program will follow a schedule provided by Bay District Schools Food Service Department upon contract award.
2. Equipment in the schedule for preventive maintenance may or may not be covered by manufacturer's warranty. If the Awardee cannot service a piece of equipment due to the equipment being still covered by manufacturer's warranty, then the Awardee must notify this to Bay District Schools Food Service Department without delay.
3. The preventive maintenance will consist of the tasks listed on **Exhibit C**, at a minimum. However, Awardee(s) will be expected to follow the manufacturer-recommended preventive maintenance tasks for the particular equipment being serviced. The Awardee(s) shall propose a preventative maintenance checklist for equipment not listed in **Exhibit C**, but requiring PM per **Exhibit B**.
4. The Awardee(s) will collaborate with Bay District Schools Food Service Department to ensure that periodic preventive maintenance on critical kitchen equipment is completed as scheduled. (E.g. August Pre School Start-up; December- Christmas Break; March /April - Spring Break)
5. Any changes to the Preventive Maintenance plan will be approved by Bay District Schools Food Service Department and communicated to the Awardee(s) in a timely manner.
6. Awardee(s) must provide a per-site written cost estimate within 24-hours to Perform Periodic Maintenance. The cost estimate must be approved by the

designated Bay District Schools Food Service Department representative before commencing any work.

7. Travel time expenses per work site or per truck cannot exceed one (1) hour of the stated labor rate.

#### **E. Equipment Repair Requirements:**

1. Bay District Schools Food Service Department will notify the Awardee when services are required.
2. The Awardee will be required to do an initial visit to the location at the time/date specified by Bay District Schools Food Service Department to assess the feasibility of repair and/or recommend replacement or repair of the item(s) indicated, considering expected remaining useful life of item(s) and/or projected future total cost to own.
3. After initial evaluation, problem detection, and identification of OEM replacement part(s), if needed, the Awardee will contact Bay District Schools Food Service Department within 24 hours to provide a written cost estimate listing estimated labor, parts, and supplies for each service/repair request. This estimate must be approved by the designated Bay District Schools Food Service Department representative before commencing any work.
4. Travel time expenses per work site or per truck cannot exceed one (1) hour of the stated labor rate.
5. Bay District Schools Food Service Department' authorized representative will make the decision to repair items or replace based on quote for repair. Bay District Schools Food Service Department's authorized representative will communicate this decision to the vendor.
6. Repairs must be done with Manufacturer Approved New and Unused Parts.
7. Vendor should pursue Manufacturers' Warranty coverage for covered repairs when equipment is still under warranty.

#### **F. Work tickets:**

Upon completion of a scheduled preventive maintenance or repair service, the Awardee will be required to complete a work ticket for the serviced equipment. Each work ticket shall include, at a minimum, the information listed below applicable to the equipment being serviced. A copy of the signed work ticket must be returned to Bay District Schools Food Service Department with the invoice for validation and processing. **(Refer to**

##### **Exhibit D for sample)**

1. nature of the problem, if applicable;
2. brand;
3. model number;
4. serial number;
5. work to be performed;
6. location/school name;
7. parts used;
8. number of hours;
9. purchase order number
10. technician's signature; and
11. Bay District Schools representative's signature
12. A copy of the signed work ticket must be left at the service location.

#### **G. Invoicing and reports:**

1. Invoicing must be completed and submitted for payment within 48 hours of completion of each billable repair or preventive maintenance service.
2. Invoices must include all repair or preventive maintenance documentation including, at a minimum:
  - a) Purchase Order number
  - b) Copy of the signed work ticket (**Exhibit D**)
  - c) Total cost of the work.

## **BID FORM**

Bid form Instructions: BID FORM IS AN EXCEL SPREADSHEET. Complete the document and return with bid.

1.) Bid form is to be filled out electronically, and **saved to a flash drive** to be included in the bid proposal. A printed PDF of the excel spreadsheet is to be included in the bid packet response.

2.) All Fields in the Bidder Information box should be filled in

3.) Include a complete printed copy of the form and all signed certification/affidavit forms PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.

Excel Spreadsheet is attached please fill out all the tabs

Save it on a flash drive, print in PDF and return with your bid by the due date.

## **Bid Proposal check list**

Please return the following Items:

1. Invitation to bid page 1 completed and signed
2. Place a copy of page 2 on the outside of your mailed bid proposal
3. Printed pdf copy of the completed bid form excel spreadsheet along with and electronic copy of it on a flash drive

Attachments:

- A. Completed E-Verify Certification
- B. Completed Foreign Country of concern attestation
- C. Completed Vendor affidavit regarding the use of coercion for labor and services
- D. Completed Conflict of interest/disclosure
- E. Completed Drug-Free Workplace affidavit
- F. Completed Certification Regarding Lobbying
- G. Completed Disclosure of Lobbying Activities certification
- H. Completed Certificate of Non-Collusion/Independent Price Determination



## **TERMS & CONDITIONS**

**Maintenance/Repair Agreement:** The Maintenance/repair agreement, award letter and any corresponding purchase orders shall constitute a complete agreement with the contractor. District shall not accept any proposed terms and conditions different than those specified herein. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains different terms and conditions than those specified herein, with all others being non-binding on the District. Any and all legal action necessary to enforce the terms and conditions of the contract will be held in Bay County, Florida, and interpreted in accordance with the laws of the State of Florida.

Respondent is hereby notified that, pursuant to § 287.05701, Florida Statutes, the School Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the respondent is a responsible vendor.

**No Lobbying:** Lobbying School Board members or District personnel may result in rejection/disqualification of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of Board member or District personnel after the release of the solicitation and prior to time that an award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

**BYRD ANTI-LOBBYING AMENDMENT [Appendix II to 2 CFR 200]:** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **Attachment F**

**Disclosure of Lobbying Activities:** Responsive bidder/offeror must complete **Attachment G** and submit with bid package.

**Right to Negotiate:** The District reserves the right to negotiate contract modifications with the awarded Bidder, at any time, as necessary and is in the best interest of the District to do so. When formalizing said agreements, without the use of a sealed bid, the District reserve the right to negotiate any provisions of this agreement necessitated by law, statutes, policy, situation, circumstance, not limited to or excluding of, terms, requirements, conditions, specification, pricing, additions, deletions, and points of clarifications.

**Purchase by Other Public Agencies (Piggybacking):** With the consent and agreement of the awarded bidder(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bay District Schools Food Service Administration (FSA)/Child Nutrition Program is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested members of Florida Sponsors of Child Nutrition Programs. While this clause in no way commits any FSA/CNP member to purchase from the awarded contractor, nor does

it guarantee any additional orders will result, it does allow FSA/CNP Members, at their discretion, to make use of Bay District Schools' competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other FSA/CNP Members shall be understood to be transactions between that member and the awarded vendor; Bay District Schools shall not be responsible for any such purchases.

**Term:** The District shall determine the starting date for services following award to the vendor. Upon the mutual consent of parties involved, this contract may be extended annually, with extensions not exceeding maximum terms of four (4) years from initial term for a total contract period of 5 years. Although the District has the right to discontinue, add and change service at any time, this contract is intended to be annual. Should the District discontinue services at any point the contractor would not be required to resume services at a later date unless it is agreeable to all parties involved.

**Termination:** The District reserves the right to terminate the contract with any or all contractors:

- (a) For Convenience:** The District reserves the right to terminate the contract for convenience at any time with the contractor, when deemed in its best interest to do so. The District will notify the Contractor of this intent, in writing, at least thirty (30) days prior to its effective date. The Contractor shall not furnish any services after it receives said notice, except as necessary to complete all continued portions of the contract. The Contractor shall not be entitled to recover any cancellation expenses and or lost profits etc.
- (b) For Cause:** The District reserves the right to terminate contract with the contractor for cause, at any time, being by default, violation, failure, refusal, to abide by and or carry out all provision of the contract specified herein, constituting sufficient cause for said termination. The District shall notify the contractor in writing of this intent, identifying specific cause and its effective date, requiring all deficiencies being corrected within five (5) days of notification. If deficiencies are not corrected to the satisfaction of the District within the specified time period, termination on shall occur upon the date and time stated in said notice. Upon cancellation, final payment shall be issued to the contractor for only services satisfactorily rendered, as determined by the District prior to the effective date of termination. Upon termination the contractor shall have no further rights against the District and District shall have no further obligation to the contractor pursuant to this contract, policy, statute and law. The District reserves the right to pursue any and all legal remedies as provided herein.

**Conflict of Interest Disclosure:** Pursuant to Florida Statute Chapter 112 and BDS, Board Policy 3.132 and 6.101 VI. Any award subject to provisions of the referenced policy and law stated herein. Any bidder shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay District Schools employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches. **Attachment D**

**Protest Procedures:** Bid protests shall be resolved under procedures set forth in board policy and in conformity with the requirements of F.S.120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110.

- (a) Notice of Protest:** Any person who claims to be adversely affected by a proposed award of a bid and who has standing to protest an award of a bid may file a written notice of protest not later than seventy-two (72) hours after the time of the posting of the bid tabulation. For a protest of the terms, conditions, and specifications contained in a solicitation, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation. The notice of protest must be filed with the Director of Purchasing.
- (b) Formal Written Protest:** In addition to filing a notice of protest, a protesting bidder must file a formal written protest. The formal written protest must be filed with the Director of Purchasing within ten (10) days following the day of filing of the notice of protest. Failure to file the formal

written protest within the time prescribed by F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120 and a waiver of the protest. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based and shall be in petition form, as required by F.A.C. 28-110.004(2). Failure to file a notice of intent to protest, or failure to file a formal written protest, within the times prescribed in section F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120.

- (c) **Protest Bond:** A protesting bidder shall post, at the time of filing the formal written protest, a bond payable to the Board in an amount of \$25,000 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and five percent (5%) of the lowest accepted bid for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings and attorney's fees. If the protester prevails, s/he shall recover from the District all costs and charges which shall be included in the final order of judgment, and attorney's fees. The bid protest bond may be secured by a certified check drawn on an approved financial institution or a surety licensed to conduct business in the State of Florida by the Florida Department of Insurance.

## **INSURANCE, BONDS, INDEMNIFICATION**

**Within Seven (7) working days of notice of award** and before doing any work, contractor(s) shall provide Certificates of Insurance evidencing that the following coverages are in force. Policies shall remain in force for the duration of the contract period.

**Worker's Compensation:** Workers' Compensation shall be maintained as required by Florida Statutes, Chapter 440, and shall also include Employers' Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee. No exceptions will be allowed.

**Automobile Liability:** Automobile Liability Insurance shall be maintained for all owned, non-owned and hired vehicles used in the scope of employment with Bay District Schools to include;  
Commercial Vehicles: bodily injury and property damage liability in limits of not less than \$1,000,000 combined single limit on one incident and uninsured motorist coverage in limits of not less than \$1,000,000 per accident for commercial vehicles.

Non-Commercial Vehicles: bodily injury and property damage liability in limits of not less than \$500,000 combined single limit on one incident and uninsured motorist coverage in limits of not less than \$250,000 per accident for Non-Commercial vehicles.

**General Liability:** General liability insurance shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$250,000 per occurrence with a minimum of \$1,000,000 aggregate.

**Additional Insured Requirements:** Vendors shall provide evidence of compliance with District insurance requirements by providing Certificates of Insurance annually. Certificates shall contain a provision for notification to the District 30 days prior to any material change in coverage or cancellation. School Board of Bay County, Florida must be named as additional insured on the General Liability policy. Policies shall remain in force during the period the vendor will provide work or services at a District site.

**Right to Review:** District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

**Hold Harmless and Indemnification** - The contractor agrees to release, discharge, indemnify, defend and hold harmless the district, its employees and agents for 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 district. Furthermore, the contractor agrees to defend and fully indemnify the district from any and all liability, loss or damage the district 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.

**Notice of Claims or Litigation:** The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

#### **SECURITY, LAWS, ORDINANCES:**

**Finger Printing and Background Check:** The contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that all employees who will be on school grounds will have completed this **mandatory** background screening as required by the referenced statutes, standards established by the statutes and or meeting all requirements of District Policy. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the contractor providing any services as required herein. The vendor/contractor will bear the cost of acquiring the background screening required and all fees imposed by the Florida Department of Law Enforcement and or the District in maintaining the fingerprints provided with respect to contractor and its employees. The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Safety & Security Department.

Located at: Bay District Schools  
Safety & Security Department  
520 School Ave.  
Panama City FL 32401

When: Mon-Thurs, between the hours of 7:30am-4:00pm  
Point of Contact: 850-767-4347

Background checks, where required, are to be done at least every five (5) years. However, the Owner reserves the right to limit some credentials to a shorter term and can require more frequent background checks for renewal as deemed necessary.

Screening information will be shared with other districts as provided by Section 1012.467(7)(a) F.S.

**Discounts, Rebates & Credits:** All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's nonprofit food service account.

**Invoicing & Payment:** Payment will be made within *30 days* of submission of a properly certified invoice to the District Business Office and acknowledgment of receipt and acceptance of services by District appointee.

- (a) Failure to invoice correctly will delay payment. It is not the responsibility of the District to notify the contractor their invoices do not have the correct information on them. Payments will be delayed until the proper information and invoices are received by accounts payable. The District shall only pay for services that have been satisfactorily completed and proper documentation has been provided with invoice before the District can approve payment.
- (b) Payment to the contractor may be rejected due to non-performance or failure to meet the terms of this contract agreement during any billing period. All payments owed to the contractor shall be paid only after such services not performed under this agreement have been satisfied by the contractor and the contract monitor.

**Tax Exempt:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption number appears on the purchase order or certificate available upon request. The School Board sales tax exemption does not apply to contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the contractor intends to recover sales tax from the School Board under the contract, all such amounts *must* be included in the Estimate/Quote/Invoice price.

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

**Administrative, Contractual or Legal Remedies:** If the contractor fails to perform to the District SFA's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the SFA shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the sponsor's interests and ensure the contractor is fully aware of its responsibilities, as well as the remedies that will be available to the sponsor for nonperformance. "Nonperformance" by a contractor is any failure to follow the terms of the contract, whether related to the quality of food provided, the number of meals delivered, the time of meal delivery, or other contract provisions.

**Buy American [7 CFR PART 210.21 (d)]** - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" 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. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**Debarment, Suspension, Ineligibility, and Exclusion:** Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in §85.200, Debarment or Suspension, §85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

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

**Equal Employment Opportunity [Appendix II to 2 CFR 200]:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Drug Free Workplace:** This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). **Attachment E.**

**Nondiscrimination Statement:** In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or

local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Prohibition of Gratuities:** By submission of a bid, a contractor certifies that no employee of SFA 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.

**Clean Air And Water Pollution Acts [Appendix II to 2 CFR 200]:** Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (a) The awarded contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The awarded contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- (c) The awarded contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal.

**Rights To Inventions Made Under A Contract Or Agreement [Appendix II to 2 CFR 200]:** Rights to Inventions made under a contractor agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR



Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Energy Policy And Conservation Act [Appendix II to 2 CFR 200]:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**Certification Of Independent Price Determination** - (also known as "non-collusion statement")— Responsive bidder/offeror must complete **Attachment H** Certification of Independent Price Determination in accordance with FAR 52.203-2.

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**Retention Requirements For Records** [2 CFR 200.318(i)]: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.



We maintain all procurement records and any other significant materials to detail the history of all procurement efforts for the current year and the preceding five years. Specifically, we maintain, at a minimum, the following documents:

- Written rationale for the method of procurement;
- A copy of the original solicitation, including informal requests for quotes;
- Proof of public announcement, if applicable;
- All questions received from potential vendors;
- All answers provided to potential vendors;
- Proof of public posting of questions and answers, if applicable;
- All quotes, bids, and proposals received from potential vendors;
- Proof of the public bid opening, if applicable;
- All quote comparisons, bid tabulations, and proposal evaluations; including all determinations for responsible and responsive vendors and all disqualifications of potential vendors.
- The basis for vendor selection;
- Any resulting contracts, including all amendments;
- All receipts, invoices, and records of payment; and
- Any claims of vendor noncompliance with a contract.

## **MANAGEMENT & SUPERVISION**

The contractor shall be required to provide overall management, technical support, coordination, and administrative efforts required to fulfill the requirements of this Statement of Work and any additional associated direction and technical guidance associated with other special projects.

### **Environmental Safety and Health Requirements:**

- (a) The contractor shall ensure they have in place a fully compliant OSHA Safety Program and provide to the District upon request any documentation of such training records needed for their employees working on site. These records shall be consistent with the requirements of OSHA's General Industry Standards and Construction Standards for work tasks expected to be performed by each individual skill level. The contractor shall maintain the safety training records of each personnel assigned to work on the District's property at all times.
- (b) The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property in order to protect them from damage, injury or loss.
- (c) The Contractor shall orally notify the District's management personnel immediately after any incident or accident occurs on site. Thereafter, the contractor shall submit to the District an accident report describing in detail the nature of the accident, the parties involved, and personal injuries or property damage suffered or alleged to have been suffered as a result of said accident. The contractor shall submit all such accident reports within twenty-four (24) hours after such accident occurs to the District's management office.
- (d) MSDS sheets shall be provided to the facilities staff for all products that are to be used on site by the contractor. No products shall be brought on site prior to the approval of facility staff. Once approved these materials can be delivered and or stored in the work area.

**Release of Information:** The contractor must obtain the District's written consent prior to the release of any information (written or oral) or pictures with respect to this contract or any aspect of the work with the sole exception of information to be provided to the contractor's officers, employees, representatives, and subcontractors as necessary to enable them to successfully perform their contractual or legal obligations.

**Contractor Employee Conduct:** Bay County School Board Policy states that there shall be no smoking or use of tobacco products which include e-cigarettes, allowed in any facility or on any real or personal property owned by or under the control of the Bay County School System. Contractor and Subcontractor employees are required to leave the school campus for tobacco use. Job-site trailers are not exempt from this requirement.

- (a) The Contractor and/or subcontractor and their employees shall refrain from use of vulgarities around students, staff and faculty.
- (b) Clothing shall have no vulgarities or sexually suggestive graphics and clothing shall meet current O.S.H.A. Guidelines.
- (c) Direct contact with students is strictly prohibited.
- (d) Violation of Special Conditions may result in immediate termination of that employee, Contractor, or Subcontractor.
- (e) State regulations prohibit alcohol, drugs, and firearms/weapons from being brought onto school property. This includes inside vehicles. Violators will be prosecuted under State Law.
- (f) No Smoking or Vaping permitted on any District property at any time.

**Access to Site:**

- (a) All employees working on the site must first check-in at the site's administrative office to sign-in before beginning service work.
- (b) All tools and equipment of the contractor shall enter the site in clearly identified contractor vehicles.
- (c) The District shall have the right to require the contractor to remove from the site any employees of the contractor that the District may deem incompetent, careless or otherwise unsatisfactory for the performance of work under this service contract agreement or other task being performed on the District's property.

Reference 2 C.F.R. Part 200, Appendix II

## **BID PACKAGE SUMMARY**

### **PAGE 1 OF BID DOCUMENT**

**BID SUMMARY (PRICING) .XLS SHEET:** Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible via email. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. **The Excel Spreadsheet contains five (5) tabs.** The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

**TAB 1 - COMPANY REPRESENTATIVE:** Supply requested information in the included "Bid Summary Sheet" with the contact information of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

**TAB 2 – PRICING:** Provide COST PER LABOR HOUR in columns F and H. Extended total prices will calculate automatically.

**TAB 3 – ADDITIONAL INFORMATION:** Provide price for services as indicated

**TAB 4 – LOCAL REPAIR FACILITY:** Provide requested information.

**TAB 5 – LIST OF MANUFACTURERS:** Please indicate if your firm is an authorized dealer for the manufacturers listed.

### **Attachments A-H**

**Exhibit A: Service/Maintenance Locations**

<b>PHONE</b>	<b>SCHOOL</b>	<b>ADDRESS</b>	<b>SCH#</b>
767-4400	<b>A. Crawford Mosley High School</b>	501 Mosley Dr. Lynn Haven, FL 32444	0491
767-4600	<b>Bay High School</b>	1200 Harrison Ave. Panama City, FL 32401	0061
767-3700	<b>J. R. Arnold High School</b>	550 Alf Coleman Rd. Panama City Beach, FL 32407	0551
767-4695	<b>Jinks Middle School</b>	600 W. 11 <sup>th</sup> St. Panama City, FL 32401	0161
767-3976	<b>Merritt Brown Middle School</b>	5044 Merritt Brown Way Panama City, FL 32404	0071
767-4040	<b>Mowat Middle School</b>	1903 Hwy. 390 Lynn Haven, FL 32444	0331
767-5180	<b>Surfside Middle School</b>	300 Nautilus St. Panama City Beach, FL 32413	0201
767-1190	<b>Breakfast Point Academy</b>	601 N. Richard Jackson Blvd. Panama City Beach, FL 32407	0571
767-1300	<b>Deane Bozeman School</b>	13410 Hwy. 77 Panama City, FL 32409	0541
767-4580	<b>Rosenwald High School</b>	924 Bay Ave. Panama City, FL 32401	0581
767-4500	<b>Rutherford High School Rutherford Middle School</b>	1000 School Ave. Panama City, FL 32401	0341
767-1714	<b>Tyndall Academy</b>	7800 Tyndall Pkwy. Panama City, FL 32403	0501
767-5475	<b>A. Gary Walsingham Academy</b>	44 Chip Seal Pkwy Panama City Beach, FL 32407	0611
767-1241	<b>Callaway Elementary School</b>	7115 Hwy. 22 Panama City, FL 32404	0101
767-4550	<b>Cedar Grove Elementary School</b>	2826 E. 15 <sup>th</sup> St. Panama City, FL 32405	0091
767-5462	<b>Deer Point Elementary School</b>	4800 Hwy. 2321 Panama City, FL 32404	0461
767-4685	<b>Hiland Park Elementary School</b>	2507 E. Baldwin Rd. Panama City, FL 32405	0151
767-5195	<b>Hutchison Beach Elementary School</b>	12900 Hutchison Blvd. Panama City Beach, FL 32407	0081
767-1428	<b>Lucille Moore Elementary School</b>	1900 Michigan Ave Panama City, FL 32405	0131
767-1454	<b>Lynn Haven Elementary School</b>	301 W. 9 <sup>th</sup> St. Lynn Haven, FL 32444	0171

767-1480	<b>Merriam Cherry Street Elementary School</b>	1125 Cherry St. Panama City, FL 32401	0111
767-1506	<b>Northside Elementary School</b>	2001 Northside Dr. Panama City, FL 32405	0471
767-4570	<b>Parker Elementary School</b>	640 S. Hwy. 22A Panama City, FL 32404	0211
767-5075	<b>Patronis Elementary School</b>	7400 Patronis Dr. Panama City Beach, FL 32408	0521
767-1610	<b>Oscar Patterson Academy</b>	1025 Redwood Ave, Panama City, FL 32401	0391
767-1636	<b>Southport Elementary School</b>	1835 Bridge St. Southport, FL 32409	0221
767-1688	<b>Tommy Smith Elementary School</b>	5044 Tommy Smith Dr. Panama City, FL 32404	0511
767-4341	<b>Waller Elementary School</b>	11332 Hwy 388 Youngstown, FL 32466	0251
767-1850	<b>West Bay Elementary School</b>	14813 School Drive Panama City Beach, FL 32413	0262
767-1792	<b>Margaret K. Lewis School in Millville</b>	203 N. East Ave. Panama City, FL 32401	0281
767-1110	<b>New Horizons Learning Center</b>	3200 Minnesota Ave. Panama City, FL 32405	0531
767-4565	<b>St. Andrew School</b>	2010 W. 12 <sup>th</sup> St Panama City, FL 32401	0241
767-5500	<b>Tom P. Haney Technical College</b>	3016 Hwy. 77 Panama City, FL 32405	0481
767-4259	<b>Food Service</b>	1311 Balboa Ave Panama city, FL 32401	9250

## **EXHIBIT C – PREVENTATIVE MAINTENANCE ACTIVITIES**

Activities listed are the minimum required. The contractor may utilize their standard Preventative Maintenance Forms upon approval of the owner. Inventory may be added or deleted during the term of the contract at the owner's discretion.

### **DRYER VENT CLEANING**

- Eliminate dirt, dust, blockages, and debris from the dryer vents to prevent clogging, restricted airflow, and risk of fire.
- Inspect dryer vent hoses for damage. Replace as necessary (frequency?)

### **WATER FILTERS**

- Include in PM performed on units requiring filters.

### **ICE MACHINES**

- Check and record water pressure
- Check and record temperature inside unit
- Check fasteners and inspect for corrosion
- Check sensors, thermistors, water distribution parts, hoses, water sump or reservoir, bearings, valves, and screens
- Clean and inspect all parts that come into contact with water or ice
- Clean evaporator plates of calcium, lime, and iron buildup
- Flush water system and circulate cleaning solution through the unit
- Remove and clean all removable parts in cleaning solution
- Clean storage bin and drain
- Clean debris from condenser coil with non-corrosive cleaner and brush
- Inspect and replace water filters
- Sanitize unit and allow to air dry
- Wipe down exterior and return to service
- Adjust ice level sensor
- Observe 2 cycles and check freeze and harvest times. Discard ice.

### **COMBI OVENS**

- Replace steam bypass hose
- Inspect cleaning pump hose
- Inspect and replace water filters
- Inspect/Test oven cavity drainage
- Inspect all drain lines for leaks or clogs
- Inspect all solenoid hoses
- Inspect upper browning valve hose
- Inspect low pressure relief valve and hose
- Inspect convection element seal
- Inspect gas heat exchanger seal
- Inspect oven temperature probe seal
- Descale steam generator
- Inspect steam generator elements
- Inspect hand shower hose

- Inspect hand shower handle
- Inspect product probe
- Inspect water injection tube
- Inspect oven cavity for signs of grease/carbon buildup
- Inspect for signs of grease/carbon building up behind fan panel
- Inspect for signs of scale build up behind fan panel
- Inspect heat exchanger for deformation or damage—remove from service and take corrective actions if found
- Inspect heat exchanger for loose or disconnected pipes or flanges—remove from service and take corrective actions upon if found
- Inspect and ensure exhaust pipes are existing the oven cavity
- Inspect heat exchanger flange gasket
- Inspect and tighten heat exchanger flange bolts
- Inspect and tighten heat exchanger burner flange hardware and gasket (replace as needed)
- Inspect and tighten heat exchanger igniter flange hardware and gasket (replace as needed)
- Tighten burner flange bolts
- Tighten igniter flange bolts
- Inspect heat exchanger weep holes to ensure they are open to drain properly
- Inspect convection elements for signs of cracking, deformation, or damage
- Replace oven lamp covers and gaskets
- Descale oven interior
- Inspect door gasket (replace if necessary)
- Clean inner door glass
- Inspect front drip tray
- Inspect front drip tray hose
- Inspect control overlay
- Inspect and tighten electrical connections
- Inspect and tighten cooling fans
- Inspect and tighten door hinges and related hardware
- Inspect and tighten door handles
- If the unit has a smoker, inspect the smoke element for signs of deformation or damage
- Test and calibrate thermostat
- Review error code history
- Review software version and update if not current
- Record static and dynamic water pressure
- Record line voltage to ground on each line
- Record amperage across all three legs when heating
- Test all functions

### **CONVECTION OVENS**

- Clean fan blade and housing
- Inspect and clean air intake vent
- Inspect and clean flue
- Inspect door gasket for damage
- Inspect door hinges for wear
- Tighten loose hardware
- Test and calibrate thermostat

### **DISH MACHINE**

- Check water flow

- Inspect and replace water filters
- Check booster heater
- Check pump
- Check/tighten electrical connections
- Check/tighten water, drain, and plumbing connections
- Check dish rack movement, conveyor arm & bar, and conveyor dog alignment
- Check track tray guide and rail & table alignment
- Check timer setting and operation
- Check wash tank temperature
- Check rinse tank temperature
- Check final rinse temperature
- Check final rinse pressure
- Check vent hood
- Check curtains and door gaskets for damage
- Descale interior and exterior
- Wipe down exterior

### **REFRIGERATION**

- Inspect gaskets for damage
- Clean condenser and evaporator coils
- Clean fan blades
- Test temperature controls
- Check compressor operation
- Check refrigerant level

### **WALK IN COOLERS/FREEZERS**

- Inspect wall and door panels for damage or wear to gaskets and sealant
- Clean condenser and evaporator coils
- Clean fan blades
- Check refrigerant levels
- Inspect compressor operation
- Calibrate thermometers
- Clean and inspect drain lines
- Inspect heat trace and confirm proper operation
- Check/tighten electrical connections

### **PASS THROUGH WARMER**

- Inspect door gasket for damage
- Inspect door hinges for wear
- Tighten loose hardware
- Test and calibrate thermostat
- Inspect and clean humidity pan if equipped
- Clean interior of unit with mild soap and water
- Wipe down exterior



**Exhibit D**  
**Bay District Schools Food Service**  
**Work Ticket**

Work Order Number:	
Date:	
Vendor Name:	
Purchase Order Number:	
Location/School Name:	
Location/School Address:	
Location/School contact person:	
Location/School contact phone number:	
Service to Be Performed:	Preventive Maintenance__ Repair__
Nature of the Problem (if applicable)	
Model Name/Number:	
Serial Number:	
Parts:	
Hours:	

BDS Food Service Representative Signature: \_\_\_\_\_

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

Technician Signature: \_\_\_\_\_

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

## Attachment A

### School Board of Bay County Florida



#### **E-VERIFY CERTIFICATION**

1. I am (title) \_\_\_\_\_ of \_\_\_\_\_ ("Contractor").
2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.
3. The Contractor has contracted with or may contract with School Board of Bay County Florida ("Board" or "District") (the "Agreement").
4. I hereby certify that the Contractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request.
5. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.
6. The Contractor/Vendor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
7. The Contractor/Vendor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.
8. The Contractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in one (1) year suspension from contracting with the District.

CONTRACTOR NAME:

AUTHORIZED REPRESENTATIVE:

(Printed Name)

(Signature)

(Title)

(Date)

## Attachment B

### FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

\_\_\_\_\_ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

## Attachment C

### Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name:

Address:

Phone Number:

Authorized Representative's Name:

Authorized Representative's Title:

Email Address:

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

---

Signature of Authorized Representative

Attachment D

**CONFLICT OF INTEREST/DISCLOSURE**

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal.

**SECTION I**

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (Type or Print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, ZIP Code

**SECTION II**

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11<sup>th</sup> Street, Panama City, FL 32401, prior to proposal opening.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Date of Filing

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Date of Filing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name of Certifying Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, ZIP Code

## Attachment E

### DRUG FREE WORKPLACE Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from

a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ (print)

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

## Attachment F

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### CERTIFICATION REGARDING LOBBYING

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION _____			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:	* First Name:	Middle Name:	Last Name:
* Title:			
* SIGNATURE:		* DATE:	

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## Attachment G

### DISCLOSURE OF LOBBYING ACTIVITIES

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

OMB Number: 4040-0013

Expiration Date: 02/28/2025

<b>1.* Type of Federal Action:</b> __contract <input checked="" type="checkbox"/> _grant __cooperative agreement __loan __loan guarantee __loan insurance	<b>2.* Status of Federal Action:</b> __bid/offer/application <input checked="" type="checkbox"/> _initial award __post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> _initial filing __material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> _Prime __SubAwardee *Name _____ *Street 1 _____ Street 2 _____ *City _____ State _____ Zip _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> _____ _____		
<b>6. * Federal Department/Agency:</b>	<b>7. * Federal Program Name/Description:</b> Assistance Listing Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: _____ *Name: Prefix _____ First Name _____ Middle _____ Last Name _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>



### **STATEMENT OF NON-COLLUSION**

By Submission of the Bid of Proposal, the Bidder Certifies that:

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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Company Name

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Address

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Signature

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Title

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Date