

- 1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in this solicitation.
- 1.8 **COPIES:** SLA Management requires that bids be submitted as one (1) paper marked original and one (1) electronic copy provided on a USB drive. Vendor must also submit line items electronically in Microsoft Excel with the pricing spreadsheets and/or workbook completed with their bid. The spreadsheets and/or workbook must allow SLA Management to cut-and-paste the bidders’ pricing.
- 1.9 **DELIVERY:** Vendors must state the delivery time in their bids. SLA Management requires that vendors deliver all products “free on board” to destination.
- 1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.11 **DISADVANTAGED BUSINESS PROGRAM:**
SLA Management is committed to ensuring full and equitable participation for all disadvantaged businesses. SLA Management welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, SLA Management strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.
- 1.12 **ELECTRONIC TRANSMISSION OF BIDS:** SLA Management will **NOT** accept electronically transmitted bids. Facsimile submission is strictly prohibited.
- 1.13 **INCURRED COSTS:** SLA Management will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor **can and will** obtain and maintain the insurance required for this project. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and naming SLA Management as additional insured.
- 1.15 **MULTIPLE BIDS:** SLA Management will consider multiple bids that meet specifications. Award may be determined based on what is most advantageous by region, multiple regions, or the entire SLA Management footprint. Other determining factors will be considered and are referenced in the scoring criteria portion of this RFP.
- 1.16 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Florida or United States law.
- 1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on any property serviced by SLA Management, or its’ corporate offices without prior written consent from SLA Management.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. SLA Management will make the final determination as to the vendors’ ability.
- 1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for RFP packet and to notify SLA Management if the specifications are formulated in a manner that would unnecessarily restrict competition. SLA Management will work to reduce any barriers to a competitive bidding environment.
- 1.21 **SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document.

- 2.17 **REMEDIES:** SLA Management shall have all rights and remedies afforded under the U.C.C. and Florida law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 **RIGHT TO INSPECT:** SLA Management reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by SLA Management.
- 2.21 **TERMINATION:** SLA Management may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 **WARRANTY:** Contractor warrants to SLA Management that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to SLA Management all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the SLA Management upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to obtain, warehouse, and distribute food to Schools under Foodservice Management Contract with SLA Management from a qualified vendor(s) at the direction of SLA Management
- 3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of products or services that are provided. Acceptance required a specific action by SLA Management so stating.
- 3.3 **ADDITIONS AND DELETIONS:** SLA Management reserves the right to add or delete any item or school location during the period of this Contract. Prices for items added must be submitted as needed to SLA Management for acceptance. SLA Management will obtain pricing to determine if suggested pricing is in a competitive range. SLA Management reserves the right to use multiple methods to seek competitive pricing (e.g. internet, formal quotes, vendor catalogs, and manufacturer direct negotiation, etc.). Upon acceptance, the price will remain in effect until the next allowable price adjustment. Any new items added during the contract period must be at the per case delivery fee in effect during initial award or current renewal period. No additional changes in price are allowed outside of the initial award and/or renewal periods.
- 3.4 **AWARD STATUS:** SLA Management initially intends to issue an annual, twelve (12) month award. Upon the mutual agreement of the Vendor and SLA Management, the award may be extended for four (4) renewal periods, twelve (12) months at a time for a total of five (5) years. The renewal option is at the discretion of the SLA Management. Should SLA Management desire not to renew, no reason needs to be given provided that SLA Management notifies the vendor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. SLA Management reserves the right to purchase these services from other sources if the need arises. SLA Management reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 **BID AWARD:** It is the intent of the SLA Management to award this bid on the basis of Fixed Cost plus Fixed Delivery Fee. To maximize economies of scale, it is the intent of SLA Management to award the entire food bid to one vendor or on a regional basis if more beneficial to SLA Management. However, in an effort to secure better pricing from manufacturers, SLA Management reserves the right to award entire subcategories to individual manufacturers. SLA Management reserves the right to award or reject bids on each item separately, as a group or schedule of similar items, or as a whole, waiving any irregularities as deemed appropriate. An Intent to Award letter will be sent to the successful vendor(s).
- 3.6 **BILLING FOR SCHOOLS:** Invoices shall be submitted in duplicate to the SLA Management Unit Leader at each school under contract for foodservice management with SLA Management and shall contain the following

SECTION V VENDOR INFORMATION

- 5.1 Vendor Name _____
- 5.2 Vendor address _____
- 5.3 City _____ State _____ Zip _____
- 5.4 Telephone number _____ Fax number _____
E-mail address _____
- 5.5 Contact person _____
- 5.6 Authorizing signature _____
(Please sign original in blue ink)
- 5.7 I acknowledge receipt of, if applicable: (Please write yes if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
- 5.8 Do you accept the Terms and Conditions of the bid? Yes ____ No ____
- 5.9 Have you met all the minimum requirements as outlined? Yes ____ No ____
- 5.10 Have you included the completed/signed required bid forms and the pricing? Yes ____ No ____

- 5.11 Have you included and signed the Buy American Requirement Certificate? Yes ____ No ____
- 5.12 Have you included and signed the Debarment Certificate? Yes ____ No ____
- 5.13 Have you included the signed Certification Regarding Lobbying Form? Yes ____ No ____
- 5.14 Have you included the signed Certification Regarding Independent Price Determination?
Yes ____ No ____
- 5.15 Have you included the HACCP statement? Yes ____ No ____
- 5.16 Have you included the signed Insurance Checklist? Yes ____ No ____
- 5.17 State minimum quantities / drop size per delivery site, if any _____?

Certification Regarding “Buy American” Requirements

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent (50%) of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a wavier to permit purchase of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quantity.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

Request Wavier Items

Product Description	Vendor Item Number	Reason For Waiver Request

*use additional pages if needed

We certify that our food products were manufactured in the United States and have at least 51% of the final processed product consist of agricultural commodities that were grown domestically.

Date: _____

Vendor Name: _____

Authorized Signature: _____

**Certification Regarding Debarment, Suspension
And Voluntary Exclusion
Lower-Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Whereby 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.

Vendor Name

Bid Number

Name (s) and title(s) of Authorized Representative(s)

Signature

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, on behalf of _____
 Name of Official Name of Vendor

hereby certify 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 any 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 grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan 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 and entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US 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.

By: _____
Signature of Company Official

Official's Title

Date

Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies (and in the case of a joint effort, each party thereto certifies as to its own organization) that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consolation, communication, or agreement for the purpose of restricting competition. As to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening (in the case of an advertised procurement,) or prior to award (in the case of negotiated procurement) directly or indirectly to any other offeror or to any competitor;
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

1. He or she is the person in the offeror's organization responsible within that organization for the decisions as to the prices being offered herein and that he or she has not participated and will not participate in any action contrary to A-3 above.
2. He or she **is not** the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A-1 through A-3 above, and as their agent, does hereby so certify; and that he or she has not participated and will not participate in any action contrary to A-1 through A-3 above.

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which has jeopardized the independence of the offer referred to above.

Signature of Vendor's Agent Authorized Representative

Title

Date

**SLA Management
INSURANCE CHECKLIST
BID NUMBER 01-2017**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																				
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																				
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																				
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)															COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)				
<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)																						
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td></td> <td>CLAIM MADE</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>OCCUR</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="margin-left: 20px;"> <tr> <td></td> <td>POLICY</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>PROJECT</td> <td></td> <td>LOC</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR						POLICY	<input checked="" type="checkbox"/>	PROJECT		LOC							LIMITS EACH OCCURRENCE \$1,000,000 FIRE LEGAL LIABILITY \$100,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$2,000,000
	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																				
	POLICY	<input checked="" type="checkbox"/>	PROJECT		LOC																		
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																				
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED																				
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																				
		PROFESSIONAL LIABILITY																					
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																				
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																				
NO	13.	MOTOR CARGO INSURANCE																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																				
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																				
NO	17.	DISHONESTY BOND	\$																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																				

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO SLA Management AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. SLA MANAGEMENT SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF SLA Management AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY SLA Management) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____