



Agenda Item Details

Meeting	Sep 09, 2024 - Regular Meeting
Category	7. Consent Agenda
Subject	7.18 Renewal of Tag-On Bid: 3872AH Food Service-Smallwares and Small Equipment, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 09, 2024
Absolute Date	Sep 09, 2024
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Federal Fund (SFS), Project 3510 Contract Exclusions
Recommended Action	Motion to approve renew Bid 3872AH Food Service-Smallwares and Small Equipment through Marion County Schools, effective through August 31, 2025.

Public Content

Request approval to renew Bid 3872AH Food Service-Smallwares and Small Equipment through Marion County Schools, based on fixed discount pricing. The contract is effective through August 31, 2025 and will be used as needed. Funds will be paid from Federal Fund (SFS), Project 3510 Contract Exclusions, and copies of the renewal documents are attached.

For additional information, please contact Steve Anderson, Program Director, School Food Services, at (850) 301-3020.

RENEWAL DOCUMENTS-MARION CO.pdf (4,089 KB)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion to approve the Consent Agenda and all of the Consent Agenda items as recommended by the Superintendent.

Motion by Linda Evanchyk, second by Brett Hinely.

Final Resolution: Motion Carries

Yes: Linda Evanchyk, Marti Gardner, Brett Hinely, Lamar White





June 3, 2024

International Restaurant Distributors, Inc.
150 Semoran Commerce Place
Apopka, FL 32704
ilm@lrdequipment.com

Re: Request for Renewal of Bid 3872AH Food Service – Smallwares and Small Equipment, Term Contract

Please be advised that the above-mentioned bid is due to expire on August 31, 2024. We have been satisfied with your performance and would like to utilize the third renewal option for the above contract for another year with your consent to the same terms and conditions, and pricing as indicated in the original bid submission.

Board Approval Date: August 13, 2024

Term of Renewal Period: September 1, 2024 to August 31, 2025

The following terms and conditions have been revised since the release of the original bid document. These revised terms and conditions must be accepted and complied with during the requested extension term.

- A. **EQUAL EMPLOYMENT OPPORTUNITY:** The CONTRACTOR agrees to comply with the provisions of the Civil Rights Act of 1991 (Pub. L. 102-155); the Civil Rights Act of 1964, (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; Section 1000.05, Fla. Stats. (2023); the Pregnancy Discrimination Act of 1978; and the Family Medical Leave Act of 1993. CONTRACTOR further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status. 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." CONTRACTOR shall in accordance with Section 202 of Executive Order No. 11246 of September 24, 1965, post copies of required notices in conspicuous places available to employees and applicants for employment. CONTRACTOR shall comply with all rules, regulations and relevant orders of the Secretary of Labor.
- B. **DAVIS-BACON ACT, AS AMENDED:** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction". In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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- C. **COPELAND "ANTI-KICKBACK" ACT (2 CFR Part 200.326(D))**: All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- D. **ASBESTOS AND FORMALDEHYDE STATEMENT**: All building materials, pressed boards, and furniture supplied to School Board must be 100% asbestos free in accordance with 15 U.S.C. §2641. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid, that if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos and formaldehyde free will be supplied.
- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**: (40 U.S.C. 327-333) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **CLEAN AIR AND WATER POLLUTION ACTS**: If this Agreement involves Federal funds and is over \$150,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR agrees 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). CONTRACTOR shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify SCHOOL BOARD concurrently within thirty (30) days of notice of the violation.
- G. **DEBARMENT AND SUSPENSION**: Contractor must certify that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Proposer certifies 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.
- H. **BYRD ANTI-LOBBYING AMENDMENT**: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. 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.
- I. **RECORDS RETENTION (2 CFR §200.333)**: Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of 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.
- J. **ACCESS TO RECORDS (2 CFR Part 200.336)**: Contractors and subcontractors must give access to the School Board, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific Invitation to Bid for the purpose of making audit, examination, excerpts and transcripts.
- K. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR Part 200.326 (F))**: The recipient or sub recipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting 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.
- L. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.323)**: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SCHOOL BOARD is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The CONTRACTOR agrees that it is not providing SCHOOL BOARD with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, CONTRACTOR certifies its compliance with this provision. The CONTRACTOR shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify SCHOOL BOARD if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.
- N. **DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR §200.322):** As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- O. **COMPLIANCE WITH STATE AND FEDERAL REGULATIONS:** By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, and local governments; if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 50 USC Chapter. During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the School Board, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board makes final payment.
- P. **CHILD NUTRITION:** For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:
1. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
 2. All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
 3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
 4. Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

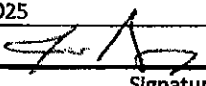
Per the terms of the bid [Pgs. 20 to 23, Section GG.], please ensure that a copy of your renewed Certificate of Insurance is forwarded to our department prior to the policy renewal date(s), including the additional insured endorsement as specified in the above bid(s). Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section.

Original copies of Certificates of Insurance meeting the specific required provision specified within the contract/agreement shall be forwarded to: School Board of Marion County, Attn: Purchasing Department, 2091 NE 35th Street, Ocala, Florida 34479. It is the responsibility of the award vendor to be sure Renewal Certificates are forwarded to the same department prior to the policy renewal date.

Please indicate by signing below, and scanning a copy of this renewal agreement and debarment page(s) via email to annette.hagan@marion.k12.fl.us or fax to Anne Hagan @ (352) 671-7504 by noon Friday, June 28, 2024 and send the original signed renewal via mail to The School Board of Marion County, Florida, Purchasing Department, Attn: Anne Hagan 2091 NE 35th Street, Ocala, Florida 34479.

Thank you for your cooperation and continued interest in the School District of Marion County.

By signing this renewal, I certify that I am legally authorized to sign and execute this renewal on behalf of International Restaurant Distributors, Inc. in agreeing to extend the above bid for an additional year using the same terms and conditions and the percentage discounts as indicated in the original bid submission or not to agree to extend above bid.

I agree to extend Bid 3872AH from September 1, 2024 to August 31, 2025	I do not agree to extend Bid 3872AH
	
Signature	Signature
6/3/24	
Date	Date
Jim Breig	
Typed or Printed Name of Above	Typed or Printed Name of Above



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

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

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

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME <i>International Restaurant Distributors</i>	PR/AWARD NUMBER OR PROJECT NAME <i>Bid 3872AH Small Equipment</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Jim Breic Chief Operating Officer</i>	
SIGNATURE <i>[Signature]</i>	DATE <i>6/3/24</i>

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

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

June 3, 2024

Strategic Equipment LLC
2801 S Valley Parkway, Suite 200
Lewisville, TX 75067
Amy.Leasure@trimarkusa.com

Re: Request for Renewal of Bid 3872AH Food Service – Smallwares and Small Equipment, Term Contract

Please be advised that the above-mentioned bid is due to expire on August 31, 2024. We have been satisfied with your performance and would like to utilize the third renewal option for the above contract for another year with your consent to the same terms and conditions, and pricing as indicated in the original bid submission.

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- J. **ACCESS TO RECORDS (2 CFR Part 200.336)**: Contractors and subcontractors must give access to the School Board, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific Invitation to Bid for the purpose of making audit, examination, excerpts and transcripts.
- K. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR Part 200.326 (F))**: The recipient or sub recipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting 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.
- L. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.323)**: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SCHOOL BOARD is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The CONTRACTOR agrees that it is not providing SCHOOL BOARD with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, CONTRACTOR certifies its compliance with this provision. The CONTRACTOR shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify SCHOOL BOARD if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.
- N. **DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR §200.322):** As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- O. **COMPLIANCE WITH STATE AND FEDERAL REGULATIONS:** By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 50 USC Chapter. During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the School Board, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board makes final payment.
- P. **CHILD NUTRITION:** For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:
1. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
 2. All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
 3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
 4. Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

Per the terms of the bid [Pgs. 20 to 23, Section GG.], please ensure that a copy of your renewed Certificate of Insurance is forwarded to our department prior to the policy renewal date(s), including the additional insured endorsement as specified in the above bid(s). **Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section.**

Original copies of Certificates of Insurance meeting the specific required provision specified within the contract/agreement shall be forwarded to: School Board of Marion County, Attn: Purchasing Department, 2091 NE 35th Street, Ocala, Florida 34479. It is the responsibility of the award vendor to be sure Renewal Certificates are forwarded to the same department prior to the policy renewal date.

Please indicate by signing below, and scanning a copy of this renewal agreement and debarment page(s) via email to annette.hagan@marion.k12.fl.us or fax to Anne Hagan @ (352) 671-7504 by noon Friday, June 28, 2024 and send the original signed renewal via mail to The School Board of Marion County, Florida, Purchasing Department, Attn: Anne Hagan 2091 NE 35th Street, Ocala, Florida 34479.

Thank you for your cooperation and continued interest in the School District of Marion County.

By signing this renewal, I certify that I am legally authorized to sign and execute this renewal on behalf of Strategic Equipment LLC in agreeing to extend the above bid for an additional year using the same terms and conditions and the percentage discounts as indicated in the original bid submission or not to agree to extend above bid.

I agree to extend Bid 3872AH from September 1, 2024 to August 31, 2025	I do not agree to extend Bid 3872AH
<u>Amy Leasure</u>	
Signature	Signature
<u>6/3/24</u>	
Date	Date
<u>Amy Leasure, Account Executive</u>	
Typed or Printed Name of Above	Typed or Printed Name of Above



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

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

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

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME TriMark USA LLC, Strategic Equipment LLC	PR/AWARD NUMBER OR PROJECT NAME #3872AH Food Service Discount from List
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Amy Leasure, Account Executive	
SIGNATURE Amy Leasure	DATE 6/4/24

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

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



MCPS
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"Helping Every Student Succeed"

www.marionschools.net
Purchasing Department
2091 NE 35th Street • Ocala, FL 34479
352.671.7500
FRS 800.955.8770 (voice) • 800.955.8771 (TTY)

June 3, 2024

Sam Tell and Son Inc.
300 Smith Street
Farmingdale, N.Y. 11735
fsmilow@samtell.com lnewman@samtell.com

Re: Request for Renewal of Bid 3872AH Food Service – Smallwares and Small Equipment, Term Contract

Please be advised that the above-mentioned bid is due to expire on August 31, 2024. We have been satisfied with your performance and would like to utilize the third renewal option for the above contract for another year with your consent to the same terms and conditions, and pricing as indicated in the original bid submission.

Board Approval Date: August 13, 2024
Term of Renewal Period: September 1, 2024 to August 31, 2025

The following terms and conditions have been revised since the release of the original bid document. These revised terms and conditions must be accepted and complied with during the requested extension term.

- A. **EQUAL EMPLOYMENT OPPORTUNITY:** The CONTRACTOR agrees to comply with the provisions of the Civil Rights Act of 1991 (Pub. L. 102-155); the Civil Rights Act of 1964, (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; Section 1000.05, Fla. Stats. (2023); the Pregnancy Discrimination Act of 1978; and the Family Medical Leave Act of 1993. CONTRACTOR further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status. 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." CONTRACTOR shall in accordance with Section 202 of Executive Order No. 11246 of September 24, 1965, post copies of required notices in conspicuous places available to employees and applicants for employment. CONTRACTOR shall comply with all rules, regulations and relevant orders of the Secretary of Labor.
- B. **DAVIS-BACON ACT, AS AMENDED:** Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction". In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Dr. Diane Gullett
Superintendent

Dr. Allison Campbell
District 1

Lori Conrad
District 2

Eric Cummings
District 3

Nancy Thrower
District 4

Dr. Sarah James
District 5



An Equal Opportunity School District
Text-A-Tip Hotline 352.877.2838
FortifyFL – Report Suspicious Activity

- C. **COPELAND "ANTI-KICKBACK" ACT (2 CFR Part 200.326(D))**: All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- D. **ASBESTOS AND FORMALDEHYDE STATEMENT**: All building materials, pressed boards, and furniture supplied to School Board must be 100% asbestos free in accordance with 15 U.S.C. §2641. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid, that if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos and formaldehyde free will be supplied.
- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**: (40 U.S.C. 327-333) CONTRACTOR; certifies that it is, and will continue for the term of this Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **CLEAN AIR AND WATER POLLUTION ACTS**: If this Agreement involves Federal funds and is over \$150,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR agrees 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). CONTRACTOR shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify SCHOOL BOARD concurrently within thirty (30) days of notice of the violation.
- G. **DEBARMENT AND SUSPENSION**: Contractor must certify that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Proposer certifies 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.
- H. **BYRD ANTI-LOBBYING AMENDMENT**: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. 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.
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consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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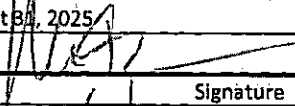
Per the terms of the bid [Pgs. 20 to 23, Section GG.], please ensure that a copy of your renewed Certificate of Insurance is forwarded to our department prior to the policy renewal date(s), including the additional insured endorsement as specified in the above bid(s). Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section.

Original copies of Certificates of Insurance meeting the specific required provision specified within the contract/agreement shall be forwarded to: School Board of Marion County, Attn: Purchasing Department, 2091 NE 35th Street, Ocala, Florida 34479. It is the responsibility of the award vendor to be sure Renewal Certificates are forwarded to the same department prior to the policy renewal date.

Please indicate by signing below, and scanning a copy of this renewal agreement and debarment page(s) via email to annette.hagan@marion.k12.fl.us or fax to Anne Hagan @ (352) 671-7504 by noon Friday, June 28, 2024 and send the original signed renewal via mail to The School Board of Marion County, Florida, Purchasing Department, Attn: Anne Hagan 2091 NE 35th Street, Ocala, Florida 34479.

Thank you for your cooperation and continued interest in the School District of Marion County.

By signing this renewal, I certify that I am legally authorized to sign and execute this renewal on behalf of Sam Tell and Son Inc. in agreeing to extend the above bid for an additional year using the same terms and conditions and the percentage discounts as indicated in the original bid submission or not to agree to extend above bid.

I agree to extend Bid 3872AH from September 1, 2024 to August 31, 2025	I do not agree to extend Bid 3872AH
 Signature	 Signature
6/3/24 Date	 Date
Sam Tell Typed or Printed Name of Above	 Typed or Printed Name of Above



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

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

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(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Sam Tell & Son Inc.

3872AT

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Marc Tell - CEO

SIGNATURE

DATE

10/3/24

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

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

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT" Bid Tabulation Posted: 7/17/2023; 1st Renewal Posted: 7/13/2023; 2nd Renewal Posted 7/27/2023 BID # 3872AH Bid Title: Food Service - Cafeteria Smallwares and Small Equipment, Term Contract August 11, 2021 to August 31, 2022 Renewals: (1st) 9/1/2022 - 8/31/2023 (2nd) 9/1/2023 - 8/31/2024 Date & Time Due: Wednesday, June 30, 2021 @ 2:00 PM Board Date: Tuesday, August 10, 2021 (1st) Renewal 7/22/2022 (2nd) Renewal 7/25/2023 Budgeted Department: Food & Nutrition Department Budgeted Resources \$250,000					
Vendor Name:		STRATEGIC EQUIPMENT LLC Tampa, Florida			
Vendor ID:		STRATEGI003			
1 Addenda:		Y			
Drug Free Workplace		Y			
Mfr's Authorization		Y			
Common Carrier Waiver		Y			
Certification Regarding		Y			
Qualification Statement		Y			
W-9		Y			
CATALOG NAME & DATE	SMALLWARES FIXED % DISCOUNT	SAMPLING OF PRODUCTS OFFERED	MANUFACTURER'S WARRANTY	ADDITIONAL INFORMATION	
3M/Cuno	20.00%	Food Service Equipment Smallwares and Small Equipment	Standard Factory Warranty	SPECIAL VENDOR QUOTE #:	N/A
AccuTemp	50.00%			DELIVERY LEAD TIME:	21-28 Days ARO
Adcraft	45.00%			MINIMUM ORDER:	\$200
Advance Tabco	48.00%			DISCOUNT EXCEPTIONS:	N/A
Alegacy	40.00%			GENERAL FREIGHT, SHIPPING HANDLING CHARGES:	Standard Inside Delivery Included with Discount
Alexander	10.00%			EXCEPTIONS TO GENERAL FREIGHT/SHIPPING TERMS:	N/A
Allied Metal	33.00%			CONTACT FOR QUOTES AND ISSUES	
Alto-Shaam	30.00%			VENDOR NAME:	Strategic Equipment LLC
Amana	45.00%			AREA REP/CONTACT	Amy Leasure
Amco	10.00%			PHONE #:	(972) 896-9893
American Metalcraft	30.00%			FAX #:	(813) 983-2165
American Panel	40.00%			EMAIL FOR QUOTES:	amy.leasure@trimarkusa.com
Angelo Po	30.00%			WEBSITE/ONLINE CATALOG:	www.trimarkusa.com
APW Wyott	45.00%				
Araven	35.00%				
Artic Air	33.00%				
Atlas	37.00%				
Baker's Pride	50.00%				
Bally	40.00%				
Berkel	50.00%				
Beverage Air	50.00%				
Bevies	5.00%				
Blodgett	50.00%				
Bloomfield	35.00%				
BMI Flooring	5.00%				
Brass Smith	10.00%				
Browne Halco	45.00%				
Bunn-O-Matic	45.00%				
Cambro	45.00%				
Captive Air	20.00%				
Carlisle	45.00%				
Carter Hoffmann	40.00%				
Cecilware	30.00%				
Century Concepts	5.00%				
Champion	30.00%				
Channel	42.00%				
Chicago Metallic	30.00%				
Cleveland	50.00%				
ColorPoint/LTI	50.00%				
Continental	50.00%				
Cooktek	15.00%				
Cool Tec	5.00%				
Cooper Atkins	35.00%				
Cres Cor	50.00%				
Crimco	5.00%				
Cuno/3M	20.00%				
Dean	50.00%				
Deffield	50.00%				
Dito Dean	20.00%				
Dormont	40.00%				
Dayon	40.00%				
Duke	50.00%				
Eagle	45.00%				
E-Control	40.00%				
Eclund	38.00%				
Electrolux	50.00%				

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"					
Bid Tabulation Posted: 7/12/2021; 1st Renewal Posted: 7/13/2022; 2nd Renewal Posted 7/27/2023					
BID # 3872AH					
Bid Title: Food Service - Cafeteria Smallwares and Small Equipment, Term Contract August 11, 2021 to August 31, 2022					
Renewals: (1st) 9/1/2022 - 8/31/2023 (2nd) 9/1/2023-8/31/2024					
Date & Time Due: Wednesday, June 30, 2021 @ 2:00 PM					
Board Date: Tuesday, August 10, 2021 (1st)Renewal 7/22/2022 (2nd)Renewal 7/25/2023					
Budgeted Department: Food & Nutrition Department					
Budgeted Resources \$250,000					

STRATEGIC EQUIPMENT LLC (CONTINUED)
Tampa, Florida

CATALOG NAME & DATE	SMALLWARES FIXED % DISCOUNT	SAMPLING OF PRODUCTS OFFERED	MANUFACTURER'S WARRANTY	ADDITIONAL INFORMATION	
Elkay	30.00%	Food Service Equipment Smallwares and Small Equipment	Standard Factory Warranty	SPECIAL VENDOR QUOTE #:	N/A
Eloma	15.00%			DELIVERY LEAD TIME:	21-28 Days ARO
Everpure	50.00%			MINIMUM ORDER:	\$200
Excellence	5.00%			DISCOUNT EXCEPTIONS:	N/A
Fernod	40.00%			GENERAL FREIGHT, SHIPPING HANDLING CHARGES:	Standard Inside Delivery Included with Discount
FMP	20.00%			EXCEPTIONS TO GENERAL FREIGHT/SHIPPING TERMS:	N/A
Focus	45.00%			CONTACT FOR QUOTES AND ISSUES	
Follett	50.00%			VENDOR NAME:	Strategic Equipment LLC
Food Warming Equipment	39.00%			AREA REP/CONTACT	Amy Leasure
Frymaster/Dean	50.00%			PHONE #:	(972) 896-9893
Galley	40.00%			FAX #:	(813) 983-2155
Garland	50.00%			EMAIL FOR QUOTES:	amy.leasure@trimarkusa.com
GET	43.00%			WEBSITE/ONLINE CATALOG:	www.trimarkusa.com
Globe	50.00%				
Gold Medal	15.00%				
Grindmaster	35.00%				
Groen	40.00%				
Halco (Browne Halco)	45.00%				
Halton	5.00%				
Hamilton Beach	40.00%				
Hammerall Disposer	10.00%				
Hatco	40.00%				
Henkelman	5.00%				
Hobart	25.00%				
Hoshizaki	53.00%				
Ice-O-Matic	50.00%				
IMC Teddy	45.00%				
Infrico	40.00%				
Insinger	20.00%				
In-Sink-Erator	40.00%				
Intek/Groen	40.00%				
ISS Shelving	25.00%				
Jackson	30.00%				
Jade Range	40.00%				
Jet Tech	10.00%				
Johnson Rose	45.00%				
Katchall	40.00%				
Keating	15.00%				
Kelmas	35.00%				
Kitchenaid	30.00%				
Kleen Steam	10.00%				
Kolpak	40.00%				
Kool Star	15.00%				
Lakeside	45.00%				
Lang	43.00%				
Legion	35.00%				
Lincoln Impinger	45.00%				
LTI Low Temp/ColorPoint	50.00%				
Manitowoc	55.00%				
Market Forge	40.00%				
Master-Bilt	45.00%				
Menu Solutions	25.00%				
MenuMaster	20.00%				
Merro	30.00%				
Metro	45.00%				

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"					
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Date & Time Due: Wednesday, June 30, 2021 @ 2:00 PM					
Board Date: Tuesday, August 10, 2021 (1st)Renewal 7/22/2022 (2nd)Renewal 7/25/2023					
Budgeted Department: Food & Nutrition Department					
Budgeted Resources \$250,000					

STRATEGIC EQUIPMENT LLC (CONTINUED)
Tampa, Florida

CATALOG NAME & DATE	SMALLWARES FIXED % DISCOUNT	SAMPLING OF PRODUCTS OFFERED	MANUFACTURER'S WARRANTY	ADDITIONAL INFORMATION	
Unified Brands	25.00%	Food Service Equipment Smallwares and Small Equipment	Standard Factory Warranty	SPECIAL VENDOR QUOTE #:	N/A
US Range	45.00%			DELIVERY LEAD TIME:	21-28 Days ARO
Varmixer	25.00%			MINIMUM ORDER:	\$200
Vertex	45.00%			DISCOUNT EXCEPTIONS:	N/A
Victory	50.00%			GENERAL FREIGHT, SHIPPING HANDLING CHARGES:	Standard Inside Delivery Included with Discount
Vollrath	40.00%			GENERAL FREIGHT / SHIPPING EXCEPTIONS	N/A
Vulcan	57.00%			CONTACT FOR QUOTES AND ISSUES	
Waring	45.00%			VENDOR NAME:	Strategic Equipment LLC
Wells/Bloomfield	45.00%			AREA REP/CONTACT	Amy Leasure
Winco	50.00%			PHONE #:	(972) 896-9893
Win-Holt	40.00%			FAX #:	(813) 983-2165
Winston	45.00%			EMAIL FOR QUOTES:	amy.leasure@trimarkusa.com
Wittco	50.00%			WEBSITE/ONLINE CATALOG:	www.trimarkusa.com
Wolf	55.00%				

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"								
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Budgeted Department: Food & Nutrition Department								
Budgeted Resources \$250,000								
Vendor Name: SAM TELL AND SON INC.								
Vendor ID: Farmingdale, N.Y.								
1 Addenda: SAM TELL001								
Drug Free Workplace: Y								
Mfr's Authorization: Y								
Common Carrier Waiver: Y								
Certification Regarding Debarment: Y								
Qualification Statement: Y								
W-9								
CATALOG NAME & DATE	SMALLWARES FIXED % DISCOUNT	SAMPLING OF PRODUCTS OFFERED	MANUFACTURER'S WARRANTY	ADDITIONAL INFORMATION				
Acor-temp	45%	Food Service Equipment and Smallwares	Varies by Manufacturer	SPECIAL VENDOR QUOTE #:				
Adcraft	45%			DELIVERY LEAD TIME:	30-60			
Advanced Tabco	50%			MINIMUM ORDER:	\$150			
Alexander Industries	40%			DISCOUNT EXCEPTIONS:				
Alto-Sham	30%			GENERAL FREIGHT, SHIPPING HANDLING CHARGES:	No fee for drop-off loading dock delivery			
Amana	50%			EXCEPTIONS TO GENERAL FREIGHT/SHIPPING TERMS:	Additional charges for inside delivery on item by item bases			
Amco	40%			CONTACT FOR QUOTES AND ISSUES				
American Metalcraft	45%			VENDOR NAME:	SAM TELL AND SON INC.			
American Permanent Ware	50%			AREA REP/CONTACT:	Fred Smilow, Lisa Newman			
Angelo PO	25%			PHONE #:	(631) 501-9700 x1112 Fred "OR" x1171 Lisa			
Ansell Protective Product (Food Service)	45%			FAX #:	(407) 886-0534			
Artic Industries	30%			EMAIL FOR QUOTES:	fsmilow@samtell.com lnewman@samtell.com			
Atlas	35%			WEBSITE/ONLINE CATALOG:	www.samtell.com			
Bakers Pride	52%			VENDOR NOTES				
Baxter-Ovens	30%			OEM Parts (Cost + Percentage Mark-Up)	N/A			
Beverage Air	55%							
Blakeslee	25%							
Blodgett Cop	55%							
Bloomfield	45%							
BSJ - Crowd Control	40%							
Bunn-O-Matic Corp	45%							
Caddy Corporation	40%							
Cal-Mill	50%							
Cambro	50%							
Captive-Air	40%							
Carlisle Foodservice	50%							
Carter-Hoffman	45%							
Champion	30%							
Channell	40%							
Cleveland/Weibilt	53%							
Colorpoint Low Temp Industries	50%							
CMA Dishmachines	25%							
Comark Instruments	40%							
Continental Refrigeration	55%							
Convo-Therm Ovens	45%							
Cooper-Atkins	40%							
Cres Cor	52.5%							
Crowne Brands	50%							
Culinary	40%							
Dean/Weibilt	52.5%							
Deffield/Weibilt	52.5%							
Dexter-Russell	45%							
Doyon/Ku-Uv	52.5%							
Duke Manufacturing	50%							
Eagle Group	50%							
Edlund	50%							
Elkay	40%							
Equipex	35%							
Everpure	52%							
Electrolux	52%							
Follett Corporation	45%							
Food Warming Equipment	40%							
Frymaster/Weibilt	52%							
Galley	25%							

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Budgeted Resources \$250,000						

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Budgeted Department: Food & Nutrition Department							
Budgeted Resources \$250,000							
SAM TELL AND SON INC. (CONTINUED): Farmingdale, N.Y.							

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Vendor Name - No Response			Vendor Name - No Response			Vendor Name - No Response			
11400, Inc.	Lancaster	PA	E.H.Thompson	Jacksonville	FL	SONGAM, INC.	MIAMI	FL	
A-1 Restaurant Supply & Equipment, Inc.	Jacksonville	FL	East Bay Restaurant Supply	Sacramento	CA	SRE Culinary Equipment and Supplies	Sarasota	FL	
Advance Case Parts, Inc.	Pompano Beach	FL	Edward Don & Company	Miramar	FL	Stephenson's Office Systems, Inc	Aurora	Colorado	
Advanced Dist. Inc.	Brooklyn	NY	Emily Corporation dba DDP Medical Supply	St. Petersburg	Florida	Suburban Bowery	Suffern	New York	
AFW Inc	Orlando	FL	Finn Foodservice	Tampa	FL	Supply Chain Concepts of FL LLC	Orlando	FL	
All American Poly	Piscataway	NJ	Food Service Warehouse	Englewood	Colorado	Sysco Central Florida	Ocoee	FL	
ALL FLORIDA PAPER	Miami	FL	Form Plastics Company, Inc.	St Charles	IL	The Earthly Way, Inc.	Ocala	FL	
Alta One	Fresno	CA	GCSPI	PLAINVILLE	MA	TV Guy Orlando, LLC	Orlando	FL	
Altura Plastics LLC	Seymour	IN	General Hotel and Restaurant Supply	Miami Lakes	Florida	Undercare	Mountain	GA	
American Energy Restaurant Equipment	Springfield	VA	GFS Florida Food Service LLC	Miami	FL	Veritiv Corporation	Orlando	FL	
Apex Office Products & Furniture	Ocala	FL	Global Equipment Company, Inc.	Buford	GA	W.B.Mason Co.Inc.	Brockton	MA	
APEX PINNACLE	Binghamton	NY	Great Lakes Allied	White Cloud	MI	Wallace Packaging, LLC	Tucson	AZ	
Arco Food Service	Tampa	FL	Greenfield Distribution, Corp.	Lincoln Park	NJ	Waller Enterprises	Marianna	FL	
Arrow Restaurant Equipment & Supplies Inc	Montclair	CA	Innovative Premiums Inc.	Oceanside	NY	Wayfair	Boston	MA	
Banyan International LLC	Farmingdale	New York	Interflex	Waymising	PA				
Beltram Restaurant Equipment	Jacksonville	FL	INTERNATIONAL PLASTICS	GREENVILLE	SC				
Beltram, Edge Tool Supply, Inc.	Tampa	FL	International Restaurant Equipment Co., Inc.	Los Angeles	California	Vendor Name - No Bid			
Berk Enterprises	Warren	Ohio	JAC-PAC DISTRIBUTORS	NEWBERRY	FL	Interboro Packaging Corporation	Montgomery	NY	
Berkley Square	Warren	Ohio	JanPak Supply Solutions	Jacksonville	FL				
BHS Foodservice Solutions, LLC	Amherst	NY	Jenkins Foodservice Equipment & Supplies	Jacksonville	FL				
Bob Barker Company, Inc.	Fuquay-Varina	NC	K&S Vacuums & Janitorial Supplies, Inc	Leesburg	FL				
Buller Fixture	Omaha	Nebraska	Kellys towels and Scrubs	mcdough	GA				
Burkett Restaurant Equipment & Supplies	Perrysburg	OH	LACE Foodservice Corp	Miami	FL				
Calco Industries, Inc	Annapolis Junction	MD	M&Q Packaging, LLC	Limerick	PA				
Cardinal Unijax	Jacksonville	FL	Magna Industries	Lakewood	NJ				
Central Food Equipment Inc.	Lakeland	Florida	McKinley Group International Co. WLL	Kuwait	Kuwait				
Central Products LLC	Indianapolis	IN	MedFIRST Healthcare Supply	Clermont	FL				
Central Restaurant Products	Indianapolis	IN	Mello Smello, LLC	New Hope	MN				
chefs depot	monsey	NY	MEW Enterprises	Thonotosassa	FL				
Chefs Helping Chefs, LLC	Eustis	FL	Milo Food Service Equipment Dist, Inc.	West Palm Beach	FL				
Cheney Brothers	Riviera Beach	Florida	MODERN IMAGING SOLUTIONS	CANOGA PARK	CA				
CKEP, LLC	Englewood	CO	Myecoplanet, LLC	Miami	FL				
C-Land Manufacturing	Ocala	FL	Norris Products Corporation	Cincinnati	OH				
Cleanwater Distribution	Largo	FL	Osceola Supply, Inc.	Midway	Florida				
Cooks Direct	Ulsie	IL	P&L Supply	North Little Rock	AR				
Cosgrove Enterprises, Inc.	Orlando	FL	PAFER Investment Corp	Simi Valley	California				
Culinary Depot	Spring Valley	New York	Pasco Brokerage, Inc.	Plano	TX				
Daxwell	Houston	TX	Prime Vendor Inc.	Wilmington	NC				
Detroit Forming, Inc.	Southfield	Michigan	Pueblo Hotel Supply	PUEBLO	CO				
Discover Group	Brooklyn	NY	R.D.B. Enterprises II LLC	Kansas City	MO				
Dispoz-o Products, Inc	Fountain Inn	SC	Restaurant Design & Equipment Corp.	Old Lyme	CT				
Douglas Equipment	Bluefield	WV	SERVU	CHAMPAIGN	IL				

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"

Bid Tabulation Posted: 7/12/2021; 1st Renewal Posted: 7/13/2022: 2nd Renewal Posted 7/27/2023

BID # 3872AH

Bid Title: Food Service - Cafeteria Smallwares and Small Equipment, Term Contract August 11, 2021 to August 31, 2022

Renewals: (1st) 9/1/2022 - 8/31/2023 (2nd) 9/1/2023-8/31/2024

Date & Time Due: Wednesday, June 30, 2021 @ 2:00 PM

Board Date: Tuesday, August 10, 2021 (1st)Renewal 7/22/2022 (2nd)Renewal 7/25/2023

BID RECOMMENDATION SIGNATURE

Recommend the vendors/items that are bolded, high-lighted in yellow,
within a bold outline, as the lowest and best Bid meeting the Boards recommendations.

Rick H. Collins, Purchasing Specialist

Witness

Date

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes,
or failure to post the bond or other security required by law within the time allowed for filing
a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.