

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – November 16, 2021

DEPARTMENT/SCHOOL INITIATED AGREEMENT

22-218-A-MC Goddard Foodservice

<input type="checkbox"/> (BW) Bids Waived	<input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Food & Nutrition Services

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Agreement

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Goddard Foodservice	Variable	Cafeteria Produce
Total	Variable	

<input type="checkbox"/> Contract Renewal	New Contract Amount	NA
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	NA
<input checked="" type="checkbox"/> New Contract	Variance	Variable

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Due to the public health emergency of COVID-19 and the toll it has taken on the availability of products for child nutrition programs, the United States Department of Agriculture (USDA) has provided School Food Authorities (SFA) with the flexibility to utilize emergency noncompetitive procurements for the 2021-22 school year. These contracts are one-year, nonrenewable agreements that do not require a competitive solicitation and have similar terms and conditions.

Per federal regulation 2 CFR 200.320(c)(3), the USDA and the Florida Department of Agriculture and Consumer Services (FDACS) are encouraging sponsors to use noncompetitive procurement to help alleviate the challenges of out of stocks and supply chain issues with current vendors. This contract would be used to purchase pre-packaged fruits and vegetables on an as-needed basis to fulfill nutritional requirements of the food program for Brevard Public School students for the 2021-2022 school year.

The standard agreement template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence November 17, 2021 and continue through November 16, 2022.

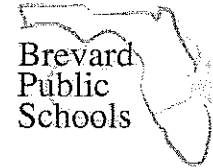
RECOMMENDATION:

It is the recommendation of Robin Novelli, Chief Operating Officer and Kevin Thornton, Director of Food & Nutrition Services to approve the attached agreement with the above listed vendor to purchase pre-packaged produce on an as needed basis.

AUTHORITY FOR ACTION:

Federal regulation 2 CFR 200.320(c)(3)

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
Mark W. Mullins, Ed.D., Superintendent



ORIGINAL

October 8, 2021

Lauren Coen
Goddard Foodservice
1111 W Main St.
Lakeland FL 33815

Subject: Florida Department of Agriculture and Consumer Services (FDACS) 2 CFR 200.320 – Emergency Contract with Goddard Foodservices 22-218-A-MC

Dear Lauren Coen:

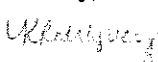
The Florida Department of Agriculture and Consumer Services (FDACS) administers the National School Lunch Program at the state level. Per federal regulation 2 CFR 200.320(c)(3) *Noncompetitive procurement* the USDA and FDACS are encouraging sponsors to use noncompetitive procurement due to emergency to fill in where previously contracted manufacturers or when distributors can no longer provide. Nationwide there are instances of low product availability and companies that are now understaffed. FDACS allows the School Board of Brevard County, Florida to utilize the one-year, non-renewable emergency contract for purchase of pre-packaged produce fruits and vegetable items on an as needed basis for school meal programs to fulfill nutritional requirements of students.

With your permission, we would like to utilize your company in procuring pre-package fruits and vegetable items on an as needed basis for one year from Board approval. The terms and conditions attached (Attachment A) will remain firm for the total duration of the agreement.

If you agree to the School Board's request, please sign below electronically, and send to the email listed below. You will be notified after the School Board's approval.

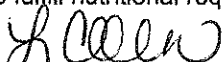
Please contact Michelle Cherry Buyer II at 321-633-1000, ext. 11630 or by email at cherry.cynthia@Brevardschools.org if you should have any questions. Thank you for your attention to this matter, and we look forward to working with you in the future.

Sincerely,


Digitally signed by
Rodriguez, Kristine@Procurement
and Distribution Services
Date: 2021.10.11 11:38:22 -0400

Kristine Rodriguez, MBA, NIGP-CPP, CPPO, CPPB
Director of Procurement & Distribution Services

Goddard Foodservices agrees to allow the School Board of Brevard County, Florida to utilize the non-renewable emergency contract for purchase of pre-packaged produce fruits and vegetable items on an as needed basis for school meal programs to fulfill nutritional requirements of students through November 16, 2022.



Lauren Coen- Signature

Lauren Coen - School Liaison

Printed Name and Title

10/12/2021

Date

Accepted:
The School Board of Brevard County, Florida

Misty Belford, Board Chairperson Date

Procurement & Distribution Services
Phone: (321) 633-1000 Ext. 11645 · FAX: (321) 877-0904
Distribution: (321) 633-3680 Ext. 14100 · FAX: (321) 633-3698



**ATTACHMENT "A"
EMERGENCY AGREEMENT
BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
GODDARD FOODSERVICE**

THIS AGREEMENT is made by and between The School Board of Brevard County, Florida (also known as Brevard Public Schools and hereinafter "BPS"), a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, and Goddard Foodservice (hereinafter "CONTRACTOR"), whose business address is 1111 W Main St. Lakeland, FL 33815.

WITNESSETH:

WHEREAS, BPS desires to secure a contractual relationship for the purpose of procuring pre-packaged fruits and vegetables items on an as needed basis for one year for Brevard County Public Schools. The Florida Department of Agriculture and Consumer Services (FDACS) administers the National School Lunch Program at the state level. These services are exempt from the competitive process pursuant to 2 CFR 200.320 (c)(3) noncompetitive procurement.

WHEREAS, BPS has determined that it is in its best interest to secure this agreement with Goddard Foodservice, effective on November 17, 2021, through November 16, 2022.

WHEREAS, CONTRACTOR has exhibited by its response that it is capable of providing the required services.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties hereto agree as follows:

1. **PRODUCTS, PRICING, AND PAYMENT.**

CONTRACTOR will provide products and pricing as specified in **Exhibit "A"** attached hereto and made a binding part hereof. In accordance with Florida's Local Government Prompt Payment Act, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall pay these fees to CONTRACTOR for services rendered as outlined in Exhibit "B".

2. **CONTRACT PROVISIONS.**

The parties hereto agree to be bound by all the terms and conditions specified herein.

3. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to BPS and CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to BPS and CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

BPS: The School Board of Brevard County, Florida
Attention : Procurement & Distribution Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

CONTRACTOR: Goddard Foodservice
Attention: Lauren Coen
1111 W Main St.
Lakeland, FL 33815

4. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

5. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

6. **FUND AVAILABILITY.**

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the State of Florida and BPS.

7. **JESSICA LUNSFORD ACT (BACKGROUND CHECK).**

CONTRACTOR shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, F.S. Except as provided in Sections 1012.467 or 1012.468, F.S., and consistent with BPS policy, all of CONTRACTOR's personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and BPS. This background screening will be conducted by BPS in advance of the CONTRACTOR or its personnel providing any Services under the conditions described in the previous sentence. CONTRACTOR shall bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CONTRACTOR and its personnel. The Parties agree that the failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling BPS to terminate immediately with no further responsibilities or duties to perform under this Agreement. CONTRACTOR agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death, or property damage resulting from CONTRACTOR's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, F.S.

8. **PUBLIC RECORDS.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, RECORDSREQUEST@BREVARDSCHOOLS.ORG, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. CONTRACTOR shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by BPS in order to perform the scope of services. CONTRACTOR shall comply with all requirements for retaining public records and shall transfer, at no cost to BPS, all public records in the possession of CONTRACTOR upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.

9. **FERPA.**

To the extent Services provided hereunder pertain to the access to student information, CONTRACTOR shall adhere to all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, CONTRACTOR, and its officers, employees, agents, and representatives, shall fully indemnify and hold BPS harmless for any violation of this provision including, but not limited to, defending BPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon BPS arising out of the breach of this provision by CONTRACTOR, its officers, employees, agents, or representatives, to the extent that the CONTRACTOR, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, F.S., or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon CONTRACTOR. A separate Non-Disclosure Agreement may be required.

10. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

11. **E-VERIFY.**

Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

12. **DRUG FREE WORKPLACE**

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

13. **INVOICE AND STATEMENTS**

An original invoice/delivery ticket/statement will be left at each site with the cafeteria manager for each delivery.

14. **BUY AMERICAN**

As a participating sponsor in the United States Department of Agriculture (USDA) National School Lunch and Breakfast Programs, HCPS must adhere to the "Buy American" provision (7 CFR Parts 210.21(d)).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), that requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were domestically grown. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The District will require the Contractor to provide certification of domestic origin on food products delivered upon request.

The District will require that the origins for all products be listed on the Produce Price Guide.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the Food and Nutrition Services representative, a minimum of seven (7) days in advance of delivery. The following information must be included in the request. A sample worksheet and applicable information has been provided in Exhibit C.

- Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food.
- Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.

Failure to comply with the Buy American Provision, or provide appropriate documents as requested, may result in contract termination.

15. **CIVIL RIGHTS**

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

16. **PRODUCTS OR SERVICES TO BE PROVIDED, AND APPLICABLE SPECIFICATIONS**

The Contractor will be expected to work with the School District in helping to plan special promotions such as National School Lunch Week. Extra product and promotional material may be needed during these events.

17. **LOCALLY GROWN**

Locally grown produce is defined as “seasonal produce grown in the State of Florida”. Locally grown produce enhances the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce shall be identified and featured on the ordering guide as often as economically and seasonally feasible.

18. **FRESH FRUIT AND VEGETABLE PROGRAM**

The USDA’s Fresh Fruit and Vegetable Program (FFVP) provides grant funding to schools to provide a variety of fresh fruits and vegetables to students three to five days per week outside the breakfast and lunch service. The goals of the FFVP are:

- Create healthier school environments by providing healthier food choices
- Expand the variety of fruits and vegetables children experience
- Increase children’s fruit and vegetable consumption
- Make a difference in children’s diets to impact their present and future health

The Contractor will be expected to work with the District, as needed, to provide produce for FFVP.

19. **FOOD SAFETY & RECALLS**

Ensuring the safety of the food supply is critical to the School District. Vendors, manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not.

Recalls are an effective method of removing or correcting consumer products that are in violation of flaws administered by the US Department of Agriculture and the Food and Drug Administration. The Contractor shall have a process in place to effectively respond to a food recall which should include the following objectives:

- Provide accurate and timely communication to the school district regarding a food recall
- Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner

- Streamline the process for reimbursement for recalled product. A copy of the successful Contractor's recall policy and procedures are to be submitted within 48 hours of request.

20. LICENSING

The Contractor shall be responsible for assuring that the required licenses listed below must remain in force for the duration of the contractual period. SBBC shall be given no less than thirty (30) days written notice of cancellation if the licenses are scheduled to expire during the contractual period. The Contractor shall be responsible for submitting new or renewed licenses to the School Board a minimum of fifteen (15) calendar days in advance of such expiration.

- Item 1–P.A.C.A.(Perishable Agricultural Commodities Act – U.S.C. 499A-499S)

License Certificate
U.S. Department of Agriculture
Agricultural Marketing Service
Fruit & Vegetable Division. P.A.C.A. Branch
License and Program Review Section
P.O. Box 96456
Washington, DC 20090-6456

- Item 2-License as Dealer in Agriculture Products (Florida Statues 604.15-604.34)

State of Florida Department of Agriculture
and Consumer Service
Division of Marketing and Development
Bureau of License and Bond
Tallahassee, FL

- Item 3-CITRUS FRUIT DEALER'S LICENSE (Florida Statues 601.55)

State of Florida
Department of Agriculture and Consumer Services
Division of Fruit and Vegetables
P.O. Box 1072
Winter Haven, FL 33882-1072

The Citrus Fruit Dealer's License shall only be required if your company is a Packing and Repacking Company.

- Item 4-ANNUAL FOOD PERMIT (Florida Statues 500.12)

State of Florida
Department of Agriculture and Consumer Services
Division of Food Safety
P.O. Box 1072
Winter Haven, FL 33882-1072

21. REPORTING

Contractor shall be required to submit a monthly and year to date product usage and sales volume report to the Food and Nutrition Office by the 10th of the month for the previous month's deliveries for the entire district.

22. PRODUCT PRICING

Raw produce items are priced daily and these prices are published for the major terminal markets by USDA. Pre-cut items are not normally produced from the same item or quality as basic raw produce, these prices tend to be much more stable. However, it's neither reasonable nor practical to change pricing on a daily basis. As a result, produce prices will be set on Monday of each week for deliveries the following week. Produce cost shall be the lesser of the

vendors delivered cost of the item or the price shown for the same item in the US Wholesale Terminal Market Report for Miami. This is to be accomplished by the vendor submitting a Produce Price List to SBBC Food and Nutrition Services Department, 2700 Judge Fran Jamieson Way, Viera, FL 32940, by email on an Excel spreadsheet each Monday, along with any needed supporting information each week.

The Price List will be reviewed and/or approved by SBBC Food and Nutrition Services Department to establish the cost of all items for deliveries the following week. SBBC Food and Nutrition Services Department will determine if products will be restricted for each week due to cost. Vendor will not deliver products that have been restricted but will communicate any shortages of product to Food and Nutrition Services. Any product substitutions must be approved by the Food and Nutrition Services Department. All delivery Fees shall be in accordance with the amount quoted by the Contractor per Bid Unit. Should the Delivery Unit be less than the Stated Bid Unit, the fee shall be prorated. For example, if the Quoted Fee is \$2.00 for a 20lb case, the Fee for 5 pounds would be \$.50.

23. DELIVERY TERMS

All items delivered to each individual school shall be delivered "inside" to the individual schools' Food and Nutrition department storage units. Product should be delivered in designated areas such as the cooler at each school. Deliveries shall be made Monday through Friday, between the hours of 6:30 A.M. and 2:00 P.M. Except where agreed upon by the individual Food and Nutrition Manager, on school holidays or other days the sites are closed. No personnel or equipment will be supplied by the School Board of Brevard County to handle or unload any items being received by the SBBC. Under NO circumstances will a driver be given a key to a school. Confirmed delivery schedules must be met. In the event that a delivery cannot be met, in the case of an emergency, the cafeteria manager must be notified forty-eight (48) hours prior to the scheduled delivery. The Contractor must maintain a minimum on time fill ratio of ninety-seven (97%) percent. Failure to maintain the on-time fill ratio or repeated failure to comply with any of the terms and requirements will indicate nonconformance to contract conditions and may result in SBBC exercising its option to terminate the contract. All delivery personnel will be dressed in uniforms, with personnel name and company identification readily identifiable. The uniform shall be clean and appropriate for use in the education setting as determined by the SBBC Food and Nutrition Services office. Deliveries are to be made in trucks that can maintain refrigerated products at 35-40 degrees Fahrenheit and products kept clean and dry. Trucks must be equipped with back up warning signals.

24. METHOD OF ORDERING

Items shall be ordered via purchasing credit card on an "as needed" basis for the term of the contract. Receipts must be submitted for each purchase on the purchasing card.

25. ORDERS

Schools, departments, and centers of the School Board of Brevard County will place orders by purchasing card directly to the Contractor for the purchase of Cafeteria Produce.

26. RECEIVING

All deliveries will be carefully checked by the Food and Nutrition Services Manager against the order before they are received and signed for. All shortages and damages shall be noted on each invoice/delivery ticket by the Manager. Original invoice with the quantities of each item noted, total quantities and the condition of merchandise will be signed by the receiver and kept on file at the school to be reconciled with p-card statement. "Drivers are expected to deliver the products to the designated storage or check-in area. Drivers are not expected to rotate stock or place items on shelves." The Food and Nutrition Services Manager will contact the SBBC Food and Nutrition Services directly with any discrepancies. Additional products needed due to shortages or damages need to be delivered during the next delivery or sooner, if necessary, at no additional charge. Invoices must be submitted against each purchase on the purchasing card.

27. INSPECTION OF FACILITY

The School Board of Brevard County, Florida reserves the right to inspect the Contractor's preparation and storage facilities and transporting vehicles without notice at any time during each contract, including the right to be present during preparation and delivery of meals.

28. INSURANCE REQUIREMENTS

The Contractor/Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 28.1 to 28.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed when totaled together will pay the contractor \$25,000 or more during the fiscal year. The insurance requirements are as follows:

- 28.1 Insurance listed in 28.1 below is required of all contractors and Contractors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right terminate this agreement.
- 28.2 Insurance listed in 28.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.
- 28.3 Insurance listed in 28.3 below: Any contractor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.
- 28.4 Insurance as listed in 28.4 below: All contractors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.
- 28.5 Insurance as listed in 28.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All contractors will carry and maintain policies as described above and as checked off in the box to the left of each section 28.1 to 28.5 below as specifically marked by representatives of the Office of Purchasing Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Brevard County.

- 28.1. Commercial General Liability Insurance:
 - Negligence including Bodily Injury and Property Damage
 - Per Occurrence - \$1,000,000
 - General Aggregate - \$2,000,000
- 28.2. Product Liability and/or Completed Operations Insurance:
 - Negligence Including Bodily Injury and property damage - \$1,000,000
 - Products – Completed Operations Aggregate - \$2,000,000
- 28.3. Automobile Liability:
 - Negligence Including Bodily Injury and Property Damage:
 - Per Claim - \$ 500,000
 - Combined Single Limit (each accident) - \$1,000,000
- 28.4. Workers' Compensation/Employer's Liability:
 - W.C. Limit Required* - Statutory Limits
 - E.L. Each Accident - \$ 100,000
 - E.L. Disease – Each Employee \$ 100,000
 - E.L. Disease – Policy Limit \$ 500,000
- 28.5. Professional Liability Insurance (Errors and Omissions):
 - For services, goods or projects that will exceed \$1,000,000 in values over a year.
 - Each Claim - \$1,000,000
 - Annual Aggregate - \$2,000,000
 - For services, goods or projects that will not exceed \$1,000,000 in values over a year.
 - Each Claim - \$ 250,000
 - Annual Aggregate - \$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

August 13, 2021

The Honorable Ron DeSantis
The Governor of Florida

Dear Governor DeSantis:

As schools work toward reopening for School Year 2021-2022, many families remain at risk for food insecurity and hunger. The U.S. Department of Agriculture's (USDA) school meals provide children with access to nutritious meals they need to learn and thrive. USDA does this important work in partnership with both States and school districts. Since March 2020, school districts nationwide have worked tirelessly to adapt their programs to rapidly changing circumstances and have ensured that children in their communities have continued access to critical nutrition.

As we enter the new school year, USDA is aware that school districts are concerned about possible challenges in purchasing and receiving food through their normal channels. I want to make certain that you are aware of these potential challenges, as well as the flexibilities and resources that USDA has provided to address them.

Specifically, we have heard that schools are experiencing challenges, including unanticipated cancellation of food and supply contracts, lack of availability of certain foods, unexpected substitution of food products, and increased food and supply prices. As a result, some school districts are concerned about their ability to obtain the types, amounts, and variety of foods needed to serve meals that are consistent with their prior planning.

To help the schools in your State mitigate these challenges, I am asking for your help in ensuring that State agencies are working proactively with school districts to address challenges and minimize any disruptions to these critical programs. Specifically, USDA would appreciate your support in reminding your State agency, school districts, and other stakeholders of the existing authorities, meal pattern flexibilities, USDA Foods entitlement order flexibilities, and nationwide waivers that can help ensure students still receive nutritious and appealing meals throughout the school day. USDA is also making available substantial additional financial support for school meals programs in School Year 2021-2022. More information on these potential solutions is provided in Attachment 1.

Additionally, please encourage your State agency to provide support and guidance to school districts that may benefit from these flexibilities and waivers. State agencies can also help school districts talk to vendors, distributors, and companies as appropriate to discuss options when preferred products are in short supply or unavailable.

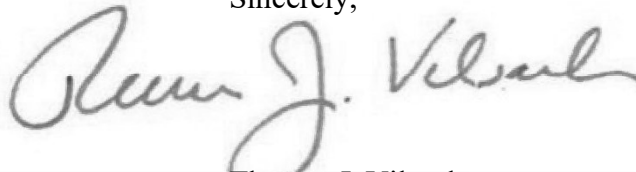
The Honorable Ron DeSantis
Page 2

Similarly, school districts should be encouraged to communicate regularly with their vendors and suppliers about products that may or may not be available, as well as collaborate with neighboring school districts and the State agency as needed.

Other options that school districts could explore include using non-traditional sources of foods and supplies, such as smaller or local businesses, focusing on flexible and creative meal planning, and/or using emergency procurement flexibilities and meal pattern waivers as appropriate. Schools may also wish to let students and families know about the potential for changes in school menus for the upcoming school year. State agencies are encouraged to assist their school districts with these endeavors.

Access to consistent, nutritious school meals is a high priority for USDA, and I am asking for your support in ensuring that State agencies are working proactively with school districts to address challenges and minimize any disruption to these critical programs. I remain committed to listening to your feedback and welcome any suggestions or solutions from your office and others in your State.

Sincerely,

A handwritten signature in black ink that reads "Tom J. Vilsack". The signature is written in a cursive, flowing style.

Thomas J. Vilsack
Secretary

Enclosure

Attachment 1

Emergency Procurement Flexibility

School districts and sponsors have the option to issue a one-year contract to a vendor or distributor without the need for competition, when the emergency will not permit a delay resulting from competitive procurements. This flexibility can help schools procure the items they need from an alternate vendor when their existing vendor is unable to provide needed food items or products. This flexibility is administered at the district/sponsor level, in coordination with the State agency, and does not require use of a waiver.

USDA Targeted Waivers

USDA has issued a targeted meal pattern waiver that allows schools to waive specific school breakfast and/or lunch requirements with approval from the State agency. These waivers target concerns on challenges with specific areas such as the availability of whole grain-rich products. While we all share the expectation that schools will continue providing meals that meet the meal pattern requirements to the greatest extent possible, this flexibility is available to assist schools who are unexpectedly unable to obtain items needed to meet the meal pattern despite their best efforts.

Additional Financial Support for School Meals Programs

Additionally, USDA is aware that many school districts are experiencing or expecting financial hardship. USDA is providing schools with the option of additional financial support for this school year by establishing a waiver to allow the NSLP Seamless Summer Option (SSO) to operate when school is open during the regular school year. Schools that operate the SSO will receive a higher reimbursement rate for each meal served. Operation of the SSO will also eliminate the need to collect meal payments, which may help reduce administrative burden as well as overall labor costs.

To provide additional financial support, USDA also provided school districts and child care sites with funding through an Emergency Operational Costs Reimbursement Program. Schools and child care programs that experienced decreased or interrupted revenue during the early months of the pandemic were eligible for this opportunity. This funding helps ensure that these sites are in the best position to rebuild while continuing to serve their communities. In order to participate in these reimbursement programs, State agencies must have an implementation plan approved by USDA's Food and Nutrition Service.

Department of Defense Fresh Fruit and Vegetable purchases (DoD Fresh)

States and school districts receive an allocation (USDA Foods entitlement) which is used to order foods from USDA directly and fresh fruits and vegetables through USDA's DoD Fresh program. States have the flexibility to utilize their USDA Foods entitlement funds for processed and direct ship food items from USDA as well as DoD Fresh food items. There is no limit on the amount of entitlement funds that can be used to place DoD Fresh orders. The use of USDA's DoD Fresh program allows School Food Authorities to order fresh fruits and vegetables on as

much as a weekly basis for use in their child nutrition programs. This flexibility allows States to adjust their purchasing from USDA and to best meet school district needs.

Leveraging Non-Traditional Food Sources

When schools or school districts are unable to obtain products through their usual vendors or distributors, they are encouraged to seek alternative sources of procurement, such as smaller producers and/or those in closer proximity. Initially, this approach may involve more effort, compromise, and potentially cost to the school district, but may eventually result in procurements that open the door to more small, local businesses and producers entering the school nutrition market. This may then foster the building and strengthening of local connections for a more resilient food system.

Training and Technical Assistance

Through a partnership with USDA, the Institute of Child Nutrition (ICN) offers a variety of training and resources for States and school districts related to procurement, forecasting and inventory management, flexible/creative menu planning, and budgeting. Training and resources are available at <https://theicn.org/>.

Exhibit "B"
Goddard Foodservice Price List

ITEMS	DESCRIPTION	Price
500393	BLUEBERRIES FR US#1 50/3oz	\$ 111.00
500381	BROCCOLI FLORETS 4/3#	\$ 24.50
500386	BROCCOLI FLORETSCHL 50/3oz	\$ 45.90
500741	BRUSSEL SPROUT SHAVED 3/2#	\$ 19.44
500472	BRUSSEL SPROUTS SLICE 50/2OZ	\$ 45.75
500391	CANTALOUPE CHL CHUNK 50/3oz	\$ 39.10
500394	CARROTS CHL SL TRI-COLOR 50/3oz	\$ 38.65
600035	CARROT\CUCUMBER 50/2OZ	\$ 24.00
600018	CARROT\RADISH 50/2OZ	\$ 26.45
700377	CHEESE CACIOCAVALLO 1/4#	\$ 40.80
501000	CUCUMBER CARTON 24CT	\$ 0.60
999888	CUCUMBER PICKLING	\$ 39.00
500388	CUCUMBERS CHL SL 50/3oz	\$ 42.35
500884	DICED CELERY 1/5#	\$ 12.75
500504	FAJITA TRI COLOR PEP. W/ ONION 2X5	\$ 32.55
100421	GRAPEFRUIT RUBY RED	\$ 35.00
100048	GRAPES CHL RED SDLS 50/3oz	\$ 58.95
500503	HONEYDEW / GRAPE 50/2	\$ 34.10
500390	JICAMA STICKS CHL 50/3oz	\$ 38.15
501241	KALE SALAD 4/5#	\$ 37.60
500392	MELON HONEYDEW CHL CHUNKS 50/3oz	\$ 42.20
999909	MUSHROOM KING OYSTER 3#	\$ 25.00
999991	MUSHROOM SLICED 10#	\$ 19.75
456813	PARSNIP COIN 2X5#	\$ 44.65
500397	PEPPER GREEN CHL 50/3oz	\$ 39.35
600150	PICKLE CHIPS KOSHER BLACK LID	\$ 37.63
500398	PICKLE SPEARS CHL 50/3.8oz	\$ 51.80
501841	RADISH SLICED 5#	\$ 17.00
500387	RED GRAPES 50/3oz	\$ 58.76
600036	SLICED COLOR CARROT 50/2OZ	\$ 34.85
600291	SQUASH BUTTERNUT PLD/CUT 3/4" 4X5	\$ 27.15
500395	SQUASH CHL SL YELLOW 50/3oz	\$ 36.30
502081	SQUASH YELLOW COIN CUT 4/5#	\$ 21.80
502084	SQUASH ZUCCHINI COIN CUT 4/5#	\$ 10.13
400728	SWEET POTATO STICKS 2/5#	\$ 28.20
500389	TOMATOES FR GRAPE 50/3oz	\$ 42.35
901562	TURNIP STICK 50/2 OZ	\$ 30.35
700946	Tofu 12/16 OZ EXTRA FIRM	\$ 24.44
810234	VEGBLEND BROCC, JUL CARROT, PEAS 4/5	\$ 60.15
500396	ZUCCHINI CHL SL 50/3oz	\$ 35.85
700368	BUTTER WHIIPED CUPS 8#	\$ 36.95
700280	CHEESE CHEDDAR SHREDDED 4/5#	\$ 17.75
700320	CHEESE MOZZARELLA SHRED 4/5#	\$ 68.75
700420	EGGS 15 DZ XLARGE	\$ 21.00
700425	EGGS 30 DOZEN CARTON XL	\$ 1.43
700436	EGGS HARD BOILED 20#	\$ 45.00
810365	CLEAR FRY COOKING OIL	\$ 28.50
100061	APPLE GOLD DELICIOUS 125 CT	\$ 55.50
100081	APPLE GRANNY SMITH 125CT	\$ 55.00
100157	APPLE RED DEL 125CT	\$ 33.50
500140	AVOCADOS HASS	\$ 1.50

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100200	BANANA 40LB	\$ 22.50
100240	BLUEBERRY - FLATS	\$ 29.75
100255	CANTALOUPE ALL SIZES	\$ 29.75
100430	GRAPE PREMIUM RED SEEDLESS	\$ 36.75
100460	GRAPE WHITE SEEDLESS 18LBS	\$ 37.50
100500	HONEYDEW ALL SIZES	\$ 22.75
100520	KIWI	\$ 24.75
100580	LEMON 165 CT	\$ 42.75
100623	LIME	\$ 0.50
100710	ORANGE 113 COUNT	\$ 34.50
100020	PINEAPPLE 6-7CT	\$ 18.50
101200	STRAWBERRY 8/1 #	\$ 25.00
101267	TANGERINE - ALL SIZES	\$ 34.50
101279	WATERMELON BIN 45 CT	\$ 6.00
200040	BASIL	\$ 2.75
200200	CHIVES	\$ 11.00
200280	CILANTRO 60 CT	\$ 0.50
200420	MINT	\$ 3.35
200480	OREGANO	\$ 3.75
200520	PARSLEY CURLEY 60CT	\$ 0.75
200700	THYME	\$ 3.50
900947	PEA TENDRIL WASABI 9.98 OZ	\$ 82.00
300040	MUSHROOM BUTTON 10#	\$ 16.75
300120	MUSHROOM FANCY 10#	\$ 16.75
300121	MUSHROOM FANCY 3#	\$ 9.00
300340	MUSHROOM SLICED 5#	\$ 10.50
400040	ONION GREEN ICELESS 48 CT	\$ 0.75
400100	ONION RED JUMBO 25#	\$ 22.25
400025	ONION YELLOW DICED 4/5LB	\$ 7.50
400200	ONION YELLOW JUMBO 50#	\$ 23.00
811555	ONION YELLOW RING 4/5#	\$ 29.00
400333	ONION YELLOW SLIVERED 4/5#	\$ 5.25
400600	POTATO RUSSET IDAHO 100 CT	\$ 27.75
400619	POTATO RUSSET IDAHO 60 CT	\$ 29.00
400660	POTATO RUSSET IDAHO 70 CT	\$ 27.75
400680	POTATO RUSSET IDAHO 80 CT	\$ 29.75
400700	POTATO RUSSET IDAHO 90 CT	\$ 27.75
400720	POTATO SWEET #1 40#	\$ 27.50
101300	APPLE SLICES 100/2 OZ	\$ 29.75
600453	PEPPER GREEN JULIENNE 4/5 #	\$ 41.80
600452	PEPPER RED JULIENNE 4/5 #	\$ 63.60
600451	PEPPER YELLOW JULIENNE 4/5 #	\$ 70.40
800260	TOMATO 5X6 25# (SCHOOL)	\$ 22.50
800270	TOMATO 6X6	\$ 20.50
800040	TOMATO CHERRY 12 PT.	\$ 18.50
800060	TOMATO GRAPE 12 PT	\$ 18.50
800180	TOMATO ROMA 25#	\$ 20.50
800262	TOMATO VINE RIPE	\$ 22.50
800263	TOMATO VINE RIPE 5X6 25#	\$ 26.50
500320	BROCCOLI 14CT.	\$ 28.30
500382	BROCCOLI FLORETS 6/3#	\$ 10.50
500480	CABBAGE GREEN 50#	\$ 22.75

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500500	CABBAGE RED 50#	\$ 32.75
500660	CARROT BABY SNACK PACK 100/2 OZ(SP)	\$ 32.00
600060	CARROT BABY WHOLE PEELED 4/5#	\$ 6.00
500740	CARROT JUMBO 50#	\$ 0.75
600020	CARROT SHREDDED 4/5#	\$ 9.50
600040	CARROT STICKS 4/5#	\$ 10.50
500840	CAULIFLOWER ALL SIZES	\$ 3.00
500845	CAULIFLOWER FLORETS 4x3	\$ 12.50
500880	CELERY	\$ 1.75
600080	CELERY STICKS 4/5#	\$ 10.50
501041	CUCUMBERS SELECT 1 1/9 BU	\$ 24.50
600415	DICED GREEN PEPPERS 4x5#	\$ 13.75
600400	DICED TOMATO 2/5#	\$ 21.75
501080	EGGPLANT	\$ 1.50
900440	GINGER ROOT 30 #	\$ 2.50
501240	KALE 24CT	\$ 25.75
600100	LETTUCE CHOPPED SALAD MIX 4/5#	\$ 25.50
501360	LETTUCE GREEN LEAF 24CT	\$ 29.75
501340	LETTUCE ICEBERG 24 CT	\$ 2.50
501470	LETTUCE ROMAINE 24CT	\$ 29.00
600120	LETTUCE SHREDDED 4/5#	\$ 24.75
502010	ORGANIC SPRING MIX (SEED TO TABLE)	\$ 8.99
501600	PEPPER GREEN 1 1/9 BUSHEL	\$ 25.50
501720	PEPPER RED 11#	\$ 27.00
501780	PEPPER YELLOW 11#	\$ 4.50
501840	RADISH 14/1	\$ 21.00
501860	ROMAINE HEARTS CAL 12/3 PK	\$ 31.75
600180	SALAD ROMAINE CHOPPED 1 6-2#	\$ 22.50
600280	SALAD MIX LETT/ROM 70/30 BLEND 4/5#	\$ 25.50
600305	SLAW MIX DICED 4/5#	\$ 5.00
901240	SPINACH CELLO 12/10 OZ.	\$ 21.50
501920	SPINACH CELLO NO STEM 4/2.5 #	\$ 21.50
502000	SPRING MIX 3#	\$ 12.00
502140	SQUASH YELLOW SN 1/2 BUSHEL	\$ 22.45
502160	SQUASH ZUCCHINI FANCY 1/2 BUSHEL	\$ 19.00
901380	SUGAR SNAP PEAS 10#	\$ 19.50
600403	TOMATO DICED 4/5#	\$ 10.25

Exhibit "C"

Buy American Provision Exception Documentation Worksheet

For instructions on how to complete this worksheet, please refer to the Buy American Exception Worksheet Instructions. Please note: **Only one food product may be listed on each worksheet.**

Check one box below to indicate the type of exception:

Seasonal Exception

Dates applicable:

One-Time Exception

1. Authorized SFA staff member:

First and Last Name:

Position:

SFA (e.g. school district name):

Vendor:

2. Date of occurrences:

Vendor requested approval to provide non-domestic food product:

SFA agreed to accept this food product **in advance of delivery**:

Food product was received by the SFA:

3. Provide the non-domestic food product and country of origin:

Non-domestic food product:

Country of origin:

4. Which of the two allowable exceptions is being used? (Check at least one box)

The food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality.

Proper procurement methods reveal costs of the domestic food product are *significantly* higher than the non-domestic food product.

5. Provide justification documents:

a. For both types of exceptions: Provide pricing or availability data for both domestic and non-domestic food products. This can be attached as additional pages.

b. For exceptions based on price: Is the cost difference significant as determined by the SFA? Provide documentation on how this determination was made.

6. Recommended: What alternatives to purchasing this non-domestic food product were considered?

7. If Applicable: If the vendor did not request permission to provide the SFA with non-domestic product, and a non-domestic product was discovered; what action was taken to correct this occurrence? What is being done to prevent future occurrences?

Signature of School Nutrition Program Operator

Date