

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – August 25, 2020

PROCUREMENT SOLICITATION

PB #21-050-PB-NC: Manufacturer Discounts

| | | |
|--|--|---|
| <input type="checkbox"/> (ITB) Invitation To Bid | <input type="checkbox"/> (ITN) Invitation To Negotiate | <input checked="" type="checkbox"/> (PB) Piggyback |
| <input type="checkbox"/> (RFP) Request For Proposal | <input type="checkbox"/> (RFQ) Request For Qualifications | <input type="checkbox"/> (SC) State Contract |
| <input type="checkbox"/> (SS) Sole Source | | |

REQUESTOR: Food & Nutrition Services

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: **Piggyback Agreement**

| VENDOR NAME | AMOUNT AWARDED | REQUIRED PRODUCTS/SERVICES |
|---|-----------------------|-----------------------------------|
| International Restaurant Distributors, Inc. | Variable | Cafeteria Supplies & Equipment |
| Total | Variable | |

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

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

State Board of Education Rule 6A-1.012(6) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. The above-mentioned vendor was awarded a contract by The Putnam County School District, solicitation title Manufacturer Discounts, and number RFP 540071916.

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

CONTRACT TERM:

The initial contract term shall commence August 25, 2020 and continue until June 30, 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 International Restaurant Distributors, Inc. to be utilized on an as needed basis.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012(6)

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



July 21, 2020

Lynne Jones
International Restaurant Distributors, Inc.
150 Semoran Commerce Place
Apopka, FL 32703

lynne@irdequipment.com

Subject: Request to Utilize Solicitation
RFP: 540071916 Manufacturer Discounts (The Putnam County School District)

Dear Ms. Jones:

State Board of Education Rule 6A-1.012(6) allows school districts to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

With your permission, we would like to utilize above-mentioned solicitation that was awarded to your firm by The Putnam County School District. The terms, conditions, and prices awarded in such contract shall remain the same except as adjusted in **Attachment "A"**. The term of this agreement shall be from the date of Board approval through June 30, 2022.

If you agree to the School Board's request to utilize the solicitation that was awarded to your company, please sign below electronically and send to the email listed below. You will be notified after the School Board's approval.

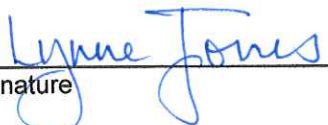
Please contact James (Nick) Canjar, Buyer II, at 321-633-1000, ext. 11630 or by email at Canjar.James@Brevardschools.org if you should have any questions. Thank you for your attention to this matter, and we look forward to working with you in the future.

Sincerely,

Digitally signed by
Richer.Dawn@Procurement &
Distribution Services
Date: 2020.07.20 12:43:30 -0400

Dawn Richer, CPPB, FCPA
Procurement Manager
for Kristine Rodriguez, MBA, CPPO, CPPB, FCCM
Director of Procurement & Distribution Services

International Restaurant Distributors, Inc. agrees to allow the School Board of Brevard County, Florida to utilize the solicitation that was awarded to your firm by The Putnam County School District. The solicitation title is Manufacturer Discounts and the bid number is RFP 540071916.



Signature

Lynne Jones, Government Sales

Printed Name and Title

7/21/2020

Date

Accepted:
The School Board of Brevard County, Florida

Misty Belford, Board Chairperson Date

cc: Solicitation File (21-050-PB-NC)

Procurement & Distribution Services
Phone: (321) 633-1000 Ext. 11645 · FAX: (321) 633-3618
Distribution: (321) 633-3680 Ext. 14100 · FAX: (321) 633-3698



ATTACHMENT "A"
PIGGYBACK AGREEMENT BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
INTERNATIONAL RESTAURANT DISTRIBUTORS, INC.

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, Melbourne, Florida 32940-6601, and International Restaurant Distributors, Inc. (hereinafter "CONTRACTOR"), located at 150 Semoran Commerce Place, Apopka, FL 32703.

WITNESSETH:

WHEREAS, The Putnam County School District issued a RFP: 540071916: Manufacturer Discounts (hereinafter "RFP") requesting proposals to provide Manufacturer Discounts;

WHEREAS, CONTRACTOR submitted a proposal in response to the competitive solicitation which resulted in an agreement between The Putnam County School District and CONTRACTOR for said Manufacturer Discounts, incorporating the proposal submitted in response to the RFP;

WHEREAS, BPS has determined that it is in its best interest to make a cooperative piggy-back purchase, utilizing said agreement between The Putnam County School District and CONTRACTOR, effective May 21, 2019 through June 30, 2022 attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT;" and,

WHEREAS, CONTRACTOR has exhibited by its response to the solicitation 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. **TERM.**

The term of this Agreement shall be from the date of execution by the last party through June 30, 2022 and may, upon mutual written agreement of BPS and CONTRACTOR, be extended for any renewal period as detailed in the original solicitation. BPS, through its Procurement & Distribution Services Department, will issue a renewal request letter prior to the end of the current contract period.

2. **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" which includes all direct charges, indirect charges, and reimbursable expenses, if any. BPS shall incur no obligation for payment until issuance of a purchase order to CONTRACTOR.

3. **CONTRACT PROVISIONS.**

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified or specified herein.

4. **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
Melbourne, Florida 32940-6601

CONTRACTOR: International Restaurant Distributors, Inc.
150 Semoran Commerce Place
Apopka, FL 32703

5. APPLICABLE LAW, VENUE, JURY TRIAL.

Notwithstanding the provisions of the COOPERATIVE CONTRACT, 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 by January 1, 2021. 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).

EXHIBIT "A"
ORIGINAL COOPERATIVE CONTRACT AND RELATED DOCUMENTS ATTACHED