



Date: 2/6/12

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E. Wayne Gent, Superintendent  
Approved per School Board Policy 6.14**INVITATION TO BID NO.: 10C-33DC - TERM CONTRACT FOR PRODUCE VENDOR QUALIFICATION**

DATE: January 30, 2012

CONTRACT PERIOD: March 10, 2012 through March 9, 2013

DEPARTMENT: 9151 FUND: 7602 FUNCTION: 557020 ACCOUNT: 4100

FUNDING SOURCE School Food Service

REQUESTING DEPARTMENT: School Food Service

**FINANCIAL IMPACT**

The estimated annual financial impact to the operating budget is \$850,000. The source of funds is the School Food Service budget.

**CONTRACT RENEWAL**

Term Contract No.10C-33D was awarded on February 22, 2010, to Erneston & Sons Produce, Inc., The Produce Connection, Inc. and Oceanside Produce for one (1) year from March 10, 2010 through March 9, 2011 with the option to renew for four (4) additional one-year periods.

On February 18, 2011 the first option to renew was exercised for the period March 10, 2011 through March 9, 2012.

Erneston & Sons Produce, Inc., The Produce Connection, Inc. and Oceanside Produce agreed to honor terms, conditions and pricing of existing contract for the contract period.

The second option to renew is now being exercised for the period March 10, 2012 through March 9, 2013. Erneston & Sons Produce, Inc. and The Produce Connection, Inc. have agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period. Oceanside Produce elected not to renew.

The above awarded vendors will supply weekly quotes for the purchase and delivery of produce to meet the needs of the School District.

**RECOMMENDATION:** Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Produce Vendor Qualification be renewed with Erneston & Sons Produce, Inc. and The Produce Connection, Inc. for the period March 10, 2012 through March 9, 2013.

Note: Original RFP / Bid document is available upon request.

  
SS:CM:CM

Joe Moore Date: 2/18/11  
Joseph M. Moore, Chief Operating Officer  
Renewal approved per School Board Policy 6.14

**INVITATION TO BID NO.: 10C-33DC - TERM CONTRACT FOR PRODUCE VENDOR QUALIFICATION**

DATE: February 14, 2011  
CONTRACT PERIOD: March 10, 2011 through March 9, 2012  
DEPARTMENT: 9151 FUND: 7602 FUNCTION: 557020 ACCOUNT: 4100  
FUNDING SOURCE School Food Service  
REQUESTING DEPARTMENT: School Food Service

**FINANCIAL IMPACT**

The estimated annual financial impact to the operating budget is \$969,500. The source of funds is the School Food Service budget.

**CONTRACT RENEWAL**

Term Contract No.10C-33D was awarded on February 22, 2010, to Erneston & Sons Produce, Inc., The Produce Connection, Inc. and Oceanside Produce for one (1) year from March 10, 2010 through March 9, 2011 with the option to renew for four (4) additional one-year periods.

The first option to renew is now being exercised for the period March 10, 2011 through March 9, 2012.

Erneston & Sons Produce, Inc., The Produce Connection, Inc. and Oceanside Produce have agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

The above awarded vendors will supply weekly quotes for the purchase and delivery of produce to meet the needs of the School District.

**RECOMMENDATION:** Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Produce Vendor Qualification be renewed with Erneston & Sons Produce, Inc., The Produce Connection, Inc. and Oceanside Produce for the period March 10, 2011 through March 9, 2012.

Note: Original RFP / Bid document is available upon request.

*SS:CM:CM*  
SS:CM:CM

*Joseph M. Moore* Date: 3/8/10  
Joseph M. Moore, Chief Operating Officer  
Award approved per School Board Policy 6.14

**INVITATION TO BID NO.: 10C-33D – TERM CONTRACT FOR PRODUCE VENDOR QUALIFICATION**

DATE: February 22, 2010  
DATE SOLICITED: January 29, 2010

DATE OPENED: February 19, 2010  
DATE POSTED: February 25, 2010

CONTRACT PERIOD: March 10, 2010 through March 9, 2011  
DEPARTMENT: 9151 FUND: 7602 FUNCTION: 557020 ACCOUNT: 4100  
FUNDING SOURCE: School Food Service  
REQUESTING DEPARTMENT: School Food Service

<b>FINANCIAL IMPACT</b>
The estimated annual financial impact to the operating budget is \$885,000. The source of funds is the School Food Service.

Items to be purchased include fresh produce resulting from subsequent quotes from this pool of qualified vendors.

**AWARD RECOMMENDATION / TABULATION**

<u>VENDOR</u>	<u>MINORITY STATUS</u>
<u>Erneston Produce</u>	--
<u>The Produce Connection</u>	--
<u>Oceanside Produce</u>	--

LEGEND:  
\_\_\_\_\_ = Award

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

**RECOMMENDATION:** It is recommended that award be made to the responsive and responsible bidder(s) who qualify to supply weekly quotes for the sale and delivery of produce in order to meet the needs of the School District, as indicated above.

Note: Original Bid document is available upon request.

#### BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

#### DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

SS: GM-DES