

Joseph Moore Date: 4/12/11
Joseph M. Moore, Chief Operating Officer
Renewal approved per School Board Policy 6.14

INVITATION TO BID NO.: 10C-98DC - TERM CONTRACT FOR LOCAL BULK FARM PRODUCTS

DATE: April 4, 2011
CONTRACT PERIOD: June 30, 2011 through July 1, 2012
DEPARTMENT: 9151 FUND: 7602 FUNCTION: 557020 ACCOUNT: 4100
FUNDING SOURCE: School Food Service Department
REQUESTING DEPARTMENT: School Food Service Department

FINANCIAL IMPACT

The estimated annual financial impact to the operating budget is \$100,000. The source of funds is the School Food Service Department budget.

CONTRACT RENEWAL

Term Contract No. 10C-98D was awarded on July 1, 2010, to Performance Packaging and Pioneer Growers Coop for one year from July 1, 2010 through June 30, 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 July 1, 2011 through June 30, 2012.

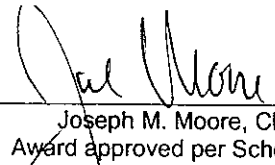
Performance Packaging and Pioneer Growers have agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

Items to be purchased include fresh locally grown produce for school menu items.

RECOMMENDATION: Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for LOCAL BULK FARM PRODUCTS be renewed with Performance Packaging and Pioneer Growers for the period July 1, 2011 through June 30, 2012.

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

SS:CM
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 Date: 7/1/10
 Joseph M. Moore, Chief Operating Officer
 Award approved per School Board Policy 6.14

**INVITATION TO BID NO.: 10C-98D – TERM CONTRACT FOR LOCAL BULK FARM PRODUCTS
REBID**

DATE: 6/17/10
DATE SOLICITED: 6/10/10

DATE OPENED: 6/17/10
DATE POSTED: 6/21/10

CONTRACT PERIOD: 7/1/10 through 6/30/11
DEPARTMENT: 9151 FUND: 7602 FUNCTION: 557020 ACCOUNT: 4100
FUNDING SOURCE: Food Service Department
REQUESTING DEPARTMENT: Food Service Department

FINANCIAL IMPACT

The estimated annual financial impact to the operating budget is \$300,000. The source of funds is the Food Service Department.

Items to be purchased include fresh locally grown produce.

AWARD RECOMMENDATION / TABULATION

<u>VENDOR</u>	<u>MINORITY STATUS</u>		Corn	Whole	Green	Yellow	Squash	Broccoli	
			Cobbetts	Corn	Beans	Zucchini	Squash		Medley
Performance Packaging	--	Fall	\$ 22.00	\$ 20.00	\$ 22.00	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50
		Winter	\$ 26.00	\$ 26.00	\$ 24.00	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50
		Spring	\$ 21.00	\$ 21.00	\$ 20.00	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50
		Summer	\$ 22.00	\$ 20.00	\$ 22.00	-	-	-	-
Pioneer Growers Coop	--	Fall	\$ 35.20	\$ 35.20	\$ 28.20	-	-	-	-
		Winter	\$ 35.20	\$ 35.20	\$ 28.20	-	-	-	-
		Spring	\$ 35.20	\$ 35.20	\$ 28.20	-	-	-	-
		Summer	\$ 35.20	\$ 35.20	\$ 28.20	-	-	-	-

LEGEND:

_____ = Award

() = Reject

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 the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid documents are 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.

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