



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

SUPPLY MANAGEMENT & LOGISTICS
WILLIAM B. HARRIS, JR., C.P.M., DIRECTOR

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DATE: March 9, 2012
TO: Prospective Bidders
FROM: Mr. Charles V. High, C.P.M., A.P.P., MBA, Purchasing Agent
754-321-0527

**SUBJECT: Instructions to Bidders
Invitation to Bid – 13-002N – Cleaning Chemicals for Cafeterias**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Cleaning Chemicals for Cafeterias**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to charles.high@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **SECTION 2, SUBMITTAL REQUIREMENTS**
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.
- **PRICING CORRECTIONS**
If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in the Supply Management & Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.
- **STATEMENT OF “NO BID”**
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of “No Bid” and return via facsimile to 754-321-0533 scan and send via e-mail to charles.high@browardschools.com. Your response to the Statement of “No” Bid is very important to the Supply Management & Logistics Department when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number stated above.

TABLE OF CONTENTS

<u>SECTION</u>		<u>Page</u>
1	Bidder Acknowledgement.....	1
2	Submittal Requirements	1
3	General Conditions.....	2
4	Special Conditions.....	7
5	Bid Summary Sheets.....	13
6	Bid Specifications	21
7	FORMS AND ATTACHMENTS	
	➤ Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.....	30
	➤ Disclosure of Potential Conflict of Interest	32
	➤ Drug-Free Workplace	33
	➤ Insurance Requirements.....	34
	➤ W – 9 Form.....	35
8	Statement of “No Bid”	39



The School Board of, Broward County, Florida
SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): APRIL 12, 2012	ITB NO.: 13-002N	RELEASE DATE : March 9, 2012	PURCHASING AGENT: Mr. Charles V. High 754-321-0527
Bids must be submitted to the Supply Management & Logistics Department and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices <u>will not</u> be read at bid opening.		BID TITLE: CLEANING CHEMICALS FOR CAFETERIAS	

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:

Federal Tax Identification Number:

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I acknowledge that I am currently in compliance and will remain in compliance throughout the term of this Bid with all state and local laws and statutes and all School Board policies and procedures as currently enacted or as amended from time to time. I certify that I am authorized to sign this ITB for the Bidder. Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond
Special Condition __ | <input type="checkbox"/> Descriptive Literature
Special Condition __ | <input type="checkbox"/> Licenses
Special Condition __ | <input type="checkbox"/> Material Safety Data Sheets
Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition __ | <input type="checkbox"/> References
Special Condition __ | <input type="checkbox"/> Bidder Questionnaire
Special Condition __ | <input type="checkbox"/> Other _____
Special Condition __ |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management & Logistics Department **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management & Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management & Logistics no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
11. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all Bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the Bidder's firm and who is also an employee of The School Board of Broward County, Florida.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, 1643 North Harrison Parkway, Building H, Sunrise, Florida 33323. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free**. It is **desirous 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 free** will be supplied.
29. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management & Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this Bid/RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 consecutive hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a 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 School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and www.demandstar.com on MAY 1, 2012 at 3:00 p.m. ET and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount." The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by the School Board of Broward County.**
36. (Continued):
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a 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 School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management & Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
40. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.
- b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

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.

44. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754- 321-2150 or Teletype Machine TTY 754-321-2158.

45. **SEVERABILITY** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

46. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated purchasing agent as stated herein.

47. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management & Logistics Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-0552 or www.broward.k12.fl.us/supply/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its 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 will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.
- L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbcc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
b) All departments being advised not to do business with vendor.
6. **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**
57. **TERMINATION:** This Bid may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with State Statutes 119.071 and 286.0113.

59. **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on new **CLEANING CHEMICALS FOR CAFETERIAS** as specified herein. Unit Price offered for each bid item shall be "all inclusive" to include all bid specification requirements, delivery, packaging, all shipping costs and be shipped F.O.B. Destination. **NO** additional costs will be allowed. **All deliveries shall be made to the Material Logistics Center (Warehouse), 3800 N.W 10th Avenue, Fort Lauderdale, Florida 33309.** SBBC Material Logistics' personnel will unload.

In order to provide safe and effective cleaning products for school cafeterias, SBBC Food & Nutrition Services Department has evaluated various cleaning products prior to the issue of this bid. Food & Nutrition Services has physically tested the approved brands listed in this bid and met the safety requirements and cleaning needs of the cafeterias. SBBC will no longer test cafeteria chemical products while the bid is on the street. SBBC has placed an information packet called "Cafeteria Chemical Product Testing Procedures" (FYI-NNN-001) on the Demandstar/Onvia website (<http://www.demandstar.com>) on February 22, 2010 formally communicating to all SBBC Vendors/Suppliers of these testing procedures. It is the responsibility of the Bidder to read this information and act accordingly prior to the release of a new cafeteria chemical bid. In accordance with SBBC Policy 3320, Part I, Rule m, bids will be accepted only on the brands specified as stated on the Bid Summary Sheets.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through June 30, 2017.** Bids will not be considered for a shorter period of time. **All prices quoted must be firm for the period as stated in Special Condition 19.** Items will be ordered on an as-needed basis.
3. **AWARD:** Bid shall be awarded by **ITEM or GROUP**, as indicated on the Bid Summary Sheet, **up to the two lowest responsive and responsible Bidders** meeting all specifications, terms and conditions. The lowest Awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. It is necessary to bid on every item in the group, in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for an item within a group will result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications. In the event that one item in the group does not meet the specifications, the entire group will be disqualified. SBBC reserves the right to procure goods from the second lowest Awardee if: a) the lowest Awardee cannot comply with delivery requirements or specifications; b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 22 and 55.

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Charles V. High, C.P.M., A.P.P., MBA, Supply Management & Logistics Department, 754-321-0527 or e-mail at charles.high@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Mr. High**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for five year(s), and may, by mutual agreement between SBBC and the Awardee, upon final SBBC approval, be extended for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management & Logistics Department, will, if considering extending, request a letter of intent to extend from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. **All prices shall be firm through the period stated in Special Condition 19 - Price Adjustments for the term of the contract.** The Bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
7. **LABELING OF CARTONS (CASES):** Individual cartons (cases) shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on the carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label unless the product is a "ready-to-use" product.
8. **DILUTION RATE AND CONTROL:** Dilution rate, as stated by the Bidder on the Bid Summary Sheets, shall be based upon manufacturer's recommended dilution ratio for heavy cleaning. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the **highest concentration of product** (heavy soil surfaces) shall be used for calculation purposes.

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

9. **SHIPPING INFORMATION:** SBBC purchase order number and ship to information must appear on all shipments, bills of lading, packing lists, delivery tickets and invoices. Failure to include this information will result in refusal of shipment at Awardee's expense and/or delay of payments. In addition to the above stated information, the delivery tickets must include the number of containers picked up, the number of containers delivered, the number of containers missing (if available) and the correct account number. Material back-ordered should be clearly indicated on the packing slip. Warehouse reserves the right to cancel back-orders at any time and purchase from an alternate vendor.
10. **DELIVERY:** Bidder is to indicate on each item in the space provided on the Bid Summary Sheet, the **delivery time** required after receipt of purchase order (**ARO**), which must not exceed **45 days (ARO)**. Failure to state a delivery time on the Bid Summary sheet will indicate Bidder agrees to deliver within 30 days ARO.
11. **MATERIAL LOGISTICS CENTER (WAREHOUSE) RECEIVING HOURS:** Material Logistics Center (Warehouse) is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 2:00 p.m.
12. **MATERIAL LOGISTICS DELIVERY AND PALLETS:** On large orders, half trailer or larger, the Awardee will call SBBC, Materials Logistics Center at 754-321-4721 prior to arrange for a delivery schedule.
- Product must be shipped shrink wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **The Materials Logistics Center will not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Materials Logistics reserves the right to reject the shipment. The acceptable pallet grades will be:
- 1) **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet will have no plates and no companion stringers.
 - 2) **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.
 - 3) **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.
13. **PRODUCT LABELS:** Each individual product label shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use. All reference to the use of dilution shall appear on the container's label unless the product is a "ready-to-use" product. Each label shall be silk-screened, self-adhesive or glued directly to the container. Glued or self-adhesive labels must withstand the label being torn off. Should the product label be able to be torn off, the product shall be rejected and returned at the vendor's expense. Sleeve labels shall be rejected. **NOTE: PRODUCT LABEL SHALL BE FIRMLY AFFIXED TO THE INDIVIDUAL CONTAINER IN SUCH A MANNER AS TO PREVENT REMOVAL OF LABEL.** All labeling and shipping shall conform to all federal regulatory requirements for goods in interstate commerce. Products which do not meet these labeling requirements are not acceptable and will be rejected by SBBC.

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

14. **INSTRUCTION SHEETS:** Bilingual (English and Spanish) laminated instruction sheet(s) must be provided at no additional cost to SBBC. Instruction sheet(s) must be mailed to approximately 200 school food service locations. Food & Nutrition Services shall provide the Awardee(s) with the school cafeteria addresses. **Under no circumstances** will instruction sheets be accepted by SBBC mailroom for distribution to various SBBC locations.
15. **PRODUCT UPDATE:** If, during the contract period, the awarded product/model is discontinued by the manufacturer, the Awardee must advise SBBC Supply Management & Logistics Department, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new model must be the same make as the awarded contract item or a brand and model that is listed as an approved brand for that bid item and must be offered at the contract price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.
16. **MINIMUM SHIPMENT:** Bidder should indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. Any bid, which exceeds the minimum shipment, as indicated on the Bid Summary Sheets will be disqualified. A Bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated.
17. **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be **completed, signed** and submitted with the bid or upon request in order for the submitted bid to be considered. Every time a bid is submitted that includes reference to this Form, a new Form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **A signature is required on BOTH the Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. Failure to complete and sign both documents requiring signature will result in rejection of bid submitted.

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

18. **MATERIAL SAFETY DATA SHEETS (MSDS)**: Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to the Supply Management & Logistics Department, a Material Safety Data Sheet (MSDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide MSDS, as requested, shall result in disqualification of Bidder for that bid item.** The District reserves the right to reject the use of any product from this bid with due cause. All MSDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Supply Management & Logistics Department or Risk Management Department with revised MSDS on a timely basis, as appropriate.

The MSDS must include the following information in English:

- A. The chemical name and the common name of the toxic substance, where applicable.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosive interaction and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Risk Management reserves the right to reject any MSDS sheet regardless if the product offered is an approved product. A rejection of an MSDS sheet will result in disqualification of bid item. Any questions regarding this requirement should be directed to: Supervisor of Risk Management, 600 Southeast Third Avenue, 11th Floor, Fort Lauderdale, Florida 33301, 754-321-1900.

19. **PRICE ADJUSTMENTS**: Prices offered shall remain firm for the first **two (2) years** of the contract. A request for price adjustment may be submitted thirty (30) days prior to the start of the third year of the contract and each year thereafter. Requests for price adjustments shall not exceed the percentage of change in the **Producers Price Index for Soap and Other Detergent Manufacturing #325611**, from the date of award, or shall not exceed 3%, whichever is less. The PPI index will not be seasonally adjusted. In the event that the specified PPI index, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 1:</u>	3,000 Bottles	SAP #1000417 Disinfectant Cleaner, Deodorizer, Verucide, Tuberculocidal (Ready to Use) See Section 6, Bid Specifications and Approved Brands.	\$_____ /btl.	\$_____
		Brand Offered: _____		
		Model Number: _____		
		EPA Number: _____		
		Delivery Time (days ARO): _____		
		Number of bottles per case: _____		
		Number of ounces per bottle: _____ (Required) (<u>DO NOT</u> enter metric equivalent)		
		Minimum Shipment (bottles): _____ (Must not exceed 250 bottles)		

<u>ITEM 2:</u>	100 Cases	SAP #1000410 Powder, Pot and Pan Dishwashing (Ready to Use) See Section 6, Bid Specifications and Approved Brands.	\$_____ /cs	\$_____
		Brand Offered: _____		
		Model Number: _____		
		Delivery Time (days ARO): _____		
		Number of pounds per case: _____ (Required) (<u>DO NOT</u> enter metric equivalent)		
		Minimum Shipment (case): _____ (Must not exceed 25 cases)		

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

UNIT PRICE **TOTAL COST**

ITEM 3: 2,500 SAP #1000415
Bottles **Oven Cleaner, Non-Aerosol (Ready to Use)** \$ _____ /btl. \$ _____
See Section 6, Bid Specifications and Approved Brands.

Brand Offered: _____

Model Number: _____

Delivery Time (days ARO): _____

Number of bottles per case: _____

Number of ounces per bottle: _____

(**DO NOT** enter metric equivalent)

Minimum Shipment (bottles): _____

(Must not exceed 250 bottles)

ITEM 4: 5,500 SAP #1000416
Bottles **Polish, Stainless Steel (Ready to Use)** \$ _____ /btl. \$ _____
See Section 6, Bid Specifications and Approved Brands.

Brand Offered: _____

Model Number: _____

Delivery Time (days ARO): _____

Number of bottles per case: _____

Number of ounces per bottle: _____ (Required)

(**DO NOT** enter metric equivalent)

Minimum Shipment (bottles): _____

(Must not exceed 396 bottles)

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

UNIT PRICE

TOTAL COST

ITEM 5: 4,000 SAP #1000413
Cans **Powder, Scouring (Ready to Use)** \$ _____ /can \$ _____
See Section 6, Bid Specifications and Approved Brands.

Brand Offered: _____

Model Number: _____

Delivery Time (days ARO): _____

Number of cans per case: _____

Number of ounces per can: _____
(**DO NOT** enter metric equivalent)

Minimum Shipment (cans): _____
(**Must not exceed 800 cans**)

ITEM 6: 7,500 SAP #1004840
Cases **Bleach, Liquid (Ready to Use)** \$ _____ /case \$ _____
See Section 6, Bid Specifications and Approved Brands.

Brand Offered: _____

Model Number: _____

Delivery Time (days ARO): _____

Number of gallons per case: _____

Minimum Shipment: _____
(**Must not exceed 448 cases**)

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
ITEM 7:	300	SAP #1000412		
	Cases	Degreaser, Hood Cleaner (Dilution Required)		
		See Section 6, Bid Specifications and Approved Brands.	\$_____ /cs	\$_____
			(A) (For ordering purposes only)	
		Brand Offered: _____		
		Model Number: _____		
		Delivery Time (days ARO): _____		
		Number of gallons per case: _____		
		Minimum Shipment (case): _____		
		(Must not exceed 12 cases)		

THE CALCULATED COST PER GALLON OF SOLUTION IS TO BE DETERMINED BY THE FORMULA STATED BELOW AND WILL DETERMINE THE LOWEST BID.

1. COST PER OUNCE OF HOOD DEGREASER (divide unit price per case (A) stated above by 512 ounces per gallon) = B. \$_____/oz (B)
- MULTIPLY BY -
2. NUMBER OF OUNCES REQUIRED TO MAKE ONE GALLON OF SOLUTION (taken for dilution ratio for heavy soil) _____ oz (C)
- EQUALS -
3. CALCULATED COST PER GALLON OF SOLUTION (multiply cost per ounce of hood degreaser (B) times the number of ounces required to make one gallon of solution.) (B x C = D) \$_____ (D)

BIDDER MUST FILL IN THE UNIT PRICE AND STEPS 1, 2 AND 3 LISTED ABOVE IN ORDER FOR BID TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

UNIT PRICE

TOTAL COST

ITEM 8: 2,000 Cases SAP #1000414
Detergent, Grease Cutter Laundry \$_____ /case \$_____
(Ready-to-use)

See Section 6, Bid Specifications and Approved Brands.

Brand Offered: _____

Model Number: _____

Delivery Time (days ARO): _____

Number of pounds per case: _____

Number of cases per pallet: _____

Minimum Shipment: _____

(Must not exceed 300 cases)

ITEM 9: 300 Cases SAP #1004872
De-Limer, De-Scaler for Convection \$_____ /case \$_____
Steamers (Ready-to-use)

See Section 6, Bid Specifications and Approved Brands.

Brand Offered: _____

Model Number: _____

Delivery Time (days ARO): _____

Number of gallons per case: _____

Number of cases per pallet: _____

Minimum Shipment: _____

(Must not exceed 30 cases)

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

Note: This is a new system, please refer to bid specifications located in Section 6 of this ITB.

<u>ITEM 10:</u>		<u>(TO BE AWARDED AS A GROUP)</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
A.	6,000 Cases	SAP #1004871 Detergent, Liquid Hand Dishwash (Dilution Req.) See Section 6, Bid Specifications and Approved Brands. Brand Offered: _____ Model Number: _____ Delivery Time (days ARO): _____ Packaging (gallons/case): _____ Number of cases per pallet: _____	\$ _____ /cs	\$ _____
B.	4,000 Cases	SAP #1004940 Degreaser, Floor Cleaner (Dilution Req.) See Section 6, Bid Specifications and Approved Brands. Brand Offered: _____ Model Number: _____ Delivery Time (days ARO): _____ Packaging (gallons/case): _____ Number of cases per pallet: _____	\$ _____ /cs	\$ _____

TOTAL BID ITEM 10 (A through B inclusive)..... \$ _____

Group Minimum Shipment: _____
(Must not exceed 1,600 cases – All products to be ordered together in truckload quantities)

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

Note: Due to the nature of this bid item, compatibility and standardization are requirements due to the dispenser system that has been installed on the cafeteria industrial dishwashers. Therefore, all items bid for Item 11 must be able to operate at their optimal level on this equipment.

			<u>UNIT PRICE</u>		<u>TOTAL COST</u>
<u>ITEM 11:</u>		<u>(TO BE AWARDED AS A GROUP)</u>			
A.	120 Cases	SAP #1000408 Detergent, Dishwashing, Chlorinated and Concentrated (Ready to Use) See Section 6, Bid Specifications and Approved Brands.	\$ _____	/cs	\$ _____
		Brand Offered: _____			
		Model Number: _____			
		Delivery Time (days ARO): _____			
		Minimum Shipment (Cases): _____ (Must not exceed 10 cases)			
B.	60 Cases	SAP#1000409 Drying Agent, Rinse Additive for Dishwashers (Ready to Use) See Section 6, Bid Specifications and Approved Brands.	\$ _____	/cs	\$ _____
		Brand Offered: _____			
		Model Number: _____			
		Delivery Time (days ARO): _____			
		Minimum Shipment (Cases): _____ (Must not exceed 10 cases)			
TOTAL BID ITEM 11 (A and B inclusive).....					\$ _____

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

			<u>UNIT PRICE</u>		<u>TOTAL COST</u>
<u>ITEM 12:</u>		<u>(TO BE AWARDED AS A GROUP)</u>			
A.	5,000 Boxes	SAP #1000382 Sanitizing Agent. See Section 6, Bid Specifications and Approved Brands.	\$ _____	/bx	\$ _____
		Brand Offered: _____			
		Model Number: _____			
		Delivery Time (days ARO): _____			
		Minimum Shipment (boxes): _____ (Must not exceed 240 boxes)			
		EPA Registration Number: _____			
		Active Ingredients: _____			
		Packaging (tablet/bottle): _____ (bottles/box): _____			
B.	2,000 each	SAP #1000398 Test Kit for Sanitizing Agent. See Section 6, Bid Specifications and Approved Brands.	\$ _____	/ea	\$ _____
		Brand Offered: _____			
		Model Number: _____			
		Minimum Shipment (kits): _____ (Must not exceed 75 Kits)			
		Packaging (paper/kit): _____			
TOTAL BID ITEM 12 (A and B inclusive).....					\$ _____
		Delivery Time (days ARO): _____			

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 6, BID SPECIFICATIONS

ITEM 1: DISINFECTANT CLEANER, DEODORIZER, VIRUCIDE, TUBERCULOCIDAL (Ready-to-Use)

Product to be designed as a general liquid non-acid, non-foaming, non-aerosol, non-abrasive cleaner and disinfectant. Spray-on pump application required. It is formulated to disinfect hard, non-porous surfaces: walls, metal surfaces, stainless steel surfaces, glazed porcelain, glazed ceramic tile, chrome, appliances, brass, copper, stainless steel. Exhibits bactericidal activity on MRSA, Ecoli and Salmonella. Exhibits virucidal activity against SARS, Avian Influenza A, and Norwalk Virus. Kills HCV, HVB, HIV-1 on pre-cleaned surfaces. Packed in 32-ounce (1 Quart) ready-to-use containers with sprayers. **MSDS REQUIRED** (See Special Condition 18). Product will be ordered in full case quantities. Must be EPA registered as a disinfectant and EPA register number should appear on container. Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No Pallet Exchange.

Approved Brands: Theochem "TB Plus" Model 100323 with 12 trigger sprayers per case, Ecolab TB Disinfectant Cleaner Model 65443556 with 12 trigger sprayers per case, National Chemical Labs "Avistat-D" Model 0252 with 12 trigger prayers per case ONLY.

ITEM 2: POT AND PAN DISHWASH POWDER (Ready to Use):

Industrial strength, granular powder, hand dishwashing compound for cleaning greasy pots and pans. Fast dissolving, grease-cutting formula is free rinsing and gentle on hands. Content anionic surfactant minimum 16.8, maximum 22; pH level range in 1% solution of 7.0 to 11.5. **Must be non-phosphate formula.** Weight to be from 2.1 to 3.0 ounces per cup. Product usage instructions for greasy pots and pans must be printed on the container in per cup units of measure. Must be packaged 25 pounds per container with a plastic liner to protect the product. Product will be ordered in full case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.

Approved Brands: Procter & Gamble "Cream Suds" Model 84959163, Colgate Palmolive "Ajax-Artic Snytex Beads" Model 4368 ONLY.

ITEM 3: NON-AEROSOL OVEN CLEANER (Ready to Use):

Product shall be a non-aerosol, non-butyl, alkaline, high performance clinging gel degreaser primarily intended to remove burnt and baked on food soils easily and swiftly from ovens, grills, and hoods in commercial operations. Non-phosphorus formula; biodegradable; formulated to reduce misting and fumes for operator safety. Combustibility: none, Flammability: none. Shall contain special inhibitors to prevent blackening of stainless steel. Shall contain 6.5% (+/- 10%) sodium hydroxide, and ingredients to lift soils from surface and suspend in solution. pH range 8-14; Active ingredients minimum 9.5%. Packaged in 32-ounce non-breakable plastic bottles complete with two (2) high volume trigger sprayers included in each case with cleaner. User directions, manufacturer's brand and name and first aid instructions must be identified as stated in Special Condition 13. Product will be ordered in full case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.

Approved Brand: Ecolab Greasestrip Plus Model 29777 ONLY.

ITEM 4: STAINLESS STEEL POLISH (Ready to Use):

To be a liquid polish and preservative. Packaging: 32-ounce quart (non-aerosol) container. Usable on stainless steel, Formica, wood paneling and furniture. To be a free-flowing liquid, combination of solvents plus a light paraffin or mineral oil base blend which forms a protective coating that will protect against corrosion; resist surface markings such as water stains, acid stains and finger marking; will not build up on surface after repeated use. Product will be ordered in full case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.

Approved Brands: Ecolab Medallion Model 18424, Rex Chemical "Steel Brite", National Chemical Labs "Luster" Stainless Steel Cleaner Polish, Aero SS Plus Model 6524 ONLY.

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 6, BID SPECIFICATIONS (Continued):

ITEM 5: **DEODORIZING SCOURING POWDER (Ready to Use):**

Must contain a product equivalent to "chlorinal" for bleaching out stains. Must be safe abrasive material for use on stainless steel, porcelain, and fiberglass. Packed 21-ounce per can. Product will be ordered in full case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.

Approved Brands: Procter & Gamble Professional Comet Deodorizing Powder with Chlorinal Model 84838569 ONLY.

ITEM 6: **BLEACH, LIQUID (Ready to Use):**

EPA registered as a disinfectant activity. Packaged in one-gallon plastic, commercial-type containers. Not to exceed six one-gallon containers per case. Minimum box burst strength of 200 pounds. Product will be ordered in full-case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.

Approved Brands: Clorox, Sewell Products - Purex Timesaver, James Austin Model A-1, KIK "Pure Bright Bleach" Model 11003575047 ONLY.

ITEM 7: **HOOD CLEANER/DEGREASER (Dilution Required) :**

Product to be a non-caustic, non-acidic, non-foaming, biodegradable, colloidal cleaner for kitchen exhaust ventilation systems. Product must be harmless to galvanized steel, PVC pipe, plastic and copper. Must have pH range 7-10. Descriptive literature must state the product can be used as a "hood" or "ventilation system cleaner". Packaging must not exceed four (4) one-gallon containers. All usage instructions and manufacturer's brand must be preprinted on the container – **NO SLEEVE LABELS**. Instructions attached by sticker or tape are not acceptable. Samples submitted without usage instructions and dilution appearing clearly on the label will be disqualified. Product will be ordered in full case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.

Approved Brand: 20/10 Products Model SC-5, Gaylord Formula G-510, National Colloid "Super "C"" ONLY.

ITEM 8: **GREASE CUTTER LAUNDRY DETERGENT (Ready to Use):**

Product to be a moderate-sudsing low-density non-phosphorus powder of commercial grade for use in automatic washing machines. Products designed for use in hot or cold water, effective in both soft and hard water conditions, and designed to clean heavy grease and soil from laundry. Product must be able to be used with chlorine bleach and is safe for all fabrics. PH range: 10.0 – 11.5 at .5% solution; minimum weight/cup 2.5 oz.; minimum solids 98%. Detergent must contain cleaning agents, water softeners, processing aids, metal surface protecting agents, fabric whitener and anti-redeposition agents. Product is packaged in 36 pound polyethylene-lined or plastic-lined weather-tight re-sealable container with one ounce scoop. All usage instructions including dilution ratios for top-loading machines must be pre-printed on the cardboard container.

The purpose of this product is to keep cafeteria aprons white. MSDS REQUIRED (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange.
Approved Brands: Procter & Gamble "Institutional Formula" Tide Model 8459160 ONLY.

ITEM 9: **DE-LIMER, DESCALER FOR CONVECTION STEAMERS (Ready-to-use)**

Product is an industrial strength liquid lime-solvent that quickly removes hard-water deposits formed in the production of steam effective against soils with calcium, magnesium or iron content. Product contains phosphoric acid, citric acid and water. Effective against lime/scale buildup in convection steamers especially in Groen Steamer Model HY-6E/G currently in use. Product must not contain chlorides, sulfamic acid or hydrochloric acid. Packaging: Four (4) one gallon containers per case. **MSDS REQUIRED** (See Special Condition 18) Product must be shipped shrink-wrapped on standard 40"x 48" pallets. No Pallet Exchange.

Approved Brand: Groen De-Limer De-Scaler Model 114800 ONLY.

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 6, BID SPECIFICATIONS (Continued):

ITEM 10: DISH-WASH AND SANITIZE DISPENSING SYSTEM (10A and 10B)

This is an all-inclusive dish-wash and sanitizing system for efficient safe washing and sanitizing of all kitchen smallwares including pots, pans, utensils, etc., in a four-compartment sink. Products reside in one gallon container rack under counter – racks supplied by Awardee. Awardee is to provide and install wall racks, wall pumps, tubing, dip sticks and wall-mounted clear protector case to hold test strips visible by the Health Department. Two racks are needed to hold two gallons of dish soap to supply sink compartment 1 and 2; one rack is needed to supply the sink compartment 4 with sanitizer. Pump system must supply one ounce of product per pump. Awardee must supply sink fill stickers and determine correct number of pumps for appropriate water level. Awardee supplies, installs, maintains and repairs all tubing, pumps and any other apparatus included in the system. All costs are included in the price of the products and there will be no additional or hidden costs to SBBC during the term of the contract. Also included in the bid are colorful, easy to read directional wall charts for each product which will be hung on walls as part of the equipment installation. Powerpoint presentation on usage of system or representative training at individual school sites will be required. Company representative must be available to answer questions and train large groups if necessary. Product will be purchased in truckload quantities to be shipped to the Material Logistics Center. All installation and pump system shall be included in the bid price. Information on Dispensing System can be provided by Proctor & Gamble, Mr. Randy Washington 954-243-8301 or Email: Washington.rb@pg.com (See Attachment A)

10A: HAND DISH-WASH DETERGENT, LIQUID (Dilution Required)

Product shall be GREEN LISTED with a "Type 2" Ecolabel level certification or above. Product must be effective on greasy pots and pans and gentle on skin. Does not contain known carcinogens or reproductive toxins and is not classified as corrosive to skin or eyes. PH level: minimum 7 and maximum 9.2. Surfactants are biodegradable and all organic ingredients are well removed in wastewater treatment facilities. Dilution Rate: Two (2) ounces per ten gallons of concentrate added to warm dishwater to create appropriate solution for manual dishwashing. Product must be packaged in gallon containers only. Manual wall pump must dispense one ounce (1 oz.) of product per push for each ten gallons of cool water used. Packaging must be "closed loop" to prevent spills, accidental contact, and/or overuse and not formulated with substances that contribute significantly to photochemical smog, tropospheric ozone depletion, or greenhouse gases. Fragrance follows Code of Practice of the International Fragrance Association and not formulated with alkylphenol ethoxylates, butyl cellosolve, dibutyl phthalate, or heavy metals. Product will be ordered in full case quantities. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No Pallet Exchange.

Approved Brand: Proctor & Gamble "Dawn" Dish Detergent, Model #84982411 ONLY.

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 10: 10B FLOOR CLEANER/DEGREASER (Dilution Required)

(Continued) Product must be GREEN LISTED with a "Type 2" Ecolab level certification or above. Floor cleaner/degreaser must be a concentrated liquid product that is to be diluted with water. Product must be designed for floor cleaning in high grease and high traffic areas in school kitchens using mop bucket and water. Effective on quarry tile floors. Must be effective on grease and construction dirt without leaving a film and help to reduce slip/fall accidents in kitchens. Product must not over foam to create a film that will create a slip/fall accident. Floor cleaner/degreaser shall be non-toxic, non-butyl, non-phosphorus. Not formulated with any known carcinogens such as butyl cellosolve, alkylphenol ethoxylates, or heavy metals. Not classified as corrosive to skin or eyes. Non-toxic to aquatic life following typical wastewater treatment. Each three ounce (3 oz.) packet must create four (4) gallons of finished floor cleaning solution. Product will be ordered in full case quantities. Packaging: 45 – 3 ounce (single use) packets. **MSDS REQUIRED** (See Special Condition 18). Product must be shrink-wrapped on standard 40" x 48" pallets. No Pallet Exchange. Each container shall be labeled showing the name of the manufacturer, brand name, ingredients and complete directions for use in English and Spanish. All reference to dilution shall appear on case's label.

Approved Brand: Proctor & Gamble "Spic & Span" Liquid Floor Cleaner Model #84959156 ONLY.

ITEM 11A: DETERGENT, DISHWASHING, CHLORINATED AND CONCENTRATED:

Product is a highly-concentrated, high-performance cleaning power. Product is operated by an electronic hand-off dispensing system. Product is packaged in a 9 lb. container that fits into Ecolab's dispensing system. Case of six 9 pound containers. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped on standard 40" x 48" pallets. No Pallet exchange.

Approved Brand: Ecolab Model 10371 ONLY.

ITEM 11B: DRYING AGENT, RINSE ADDITIVE FOR DISHWASHERS:

Product is a concentrated surfactant formula with fast drying action and defoaming agent. Effective on plastic. Product is operated by an electronic hand-off dispensing system. Product is packaged in four (4) one-gallon containers per case. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped on standard 40" x 48" pallets. No pallet exchange.

Approved Brand: Ecolab Model 10942 ONLY.

ITEM 12A: SANITIZING AGENT:

Quarternary Ammoniums Germicide Tablets. Active ingredients 50% - (95% C14, 3% C12, 2% C16) dimethyl benzyl ammonium chlorides. Sanitizing agent must be effective, non-toxic and in tablet form. Product must be EPA Registered. Tablet must contain 200 parts per million of Quaternary. Field test kit must be provided for any equivalent item offered. Dilution: One (1) tablet per gallon water. Packaged: 150 tablets per bottle, six (6) bottles per box. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped on standard 40" x 48" pallets. No Pallet exchange.

Approved Brand: Texas-Gulf Industries "Santimine" Model 150 ONLY.

ITEM 12B: TEST KIT:

For Quaternary Ammonium Sanitizing Solutions. For testing Hyamine 3500 QT10. Packaged: 15 to 20 papers enclosed in sealed packet/kit. **MSDS REQUIRED** (See Special Condition 18). Product must be shipped on standard 40" x 48" pallets. No pallet exchange.

Approved Brand: Texas-Gulf Industries "Hydrion Papers" Model QT-10-FP, Micro Essentials Model QT-10 Test Kits ONLY.

VENDOR NAME: _____
CVH/cjb

Dawn/Quat Wall Pump Installation 0353-5985



- 1.** Wall pump kit contains the pump, metal directional spout, 6 feet of large diameter product tubing, 'step up' hose barb, mounting screws, and template. (It also contains an extra mounting plate, flow restrictor, stroke adjustors – which are not used).




- 2.** Mount pump over the wash or sanitizer compartment. Pump can be mounted on backsplash of SS sink or mounted on the wall above sink and backsplash.

Avoid injury: Pump spout should always point down.





- 3.** Container of product should be located beneath the 3 compartment sink drain board.


The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

	<p>4.</p> <p>Route the supply tube through the backsplash to the bottle of product below the sink.</p>
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Page:

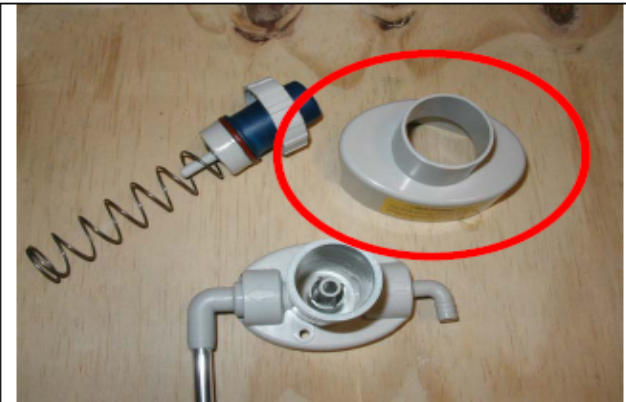
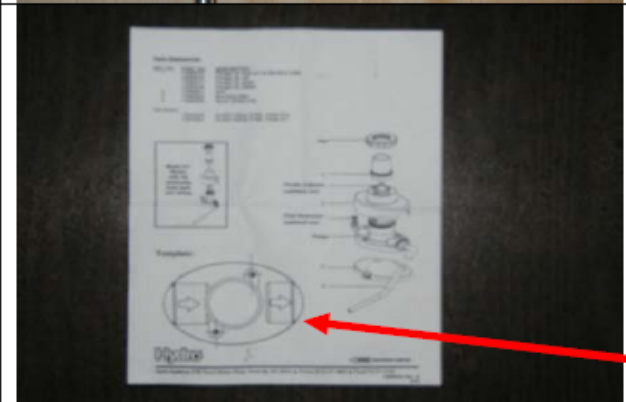
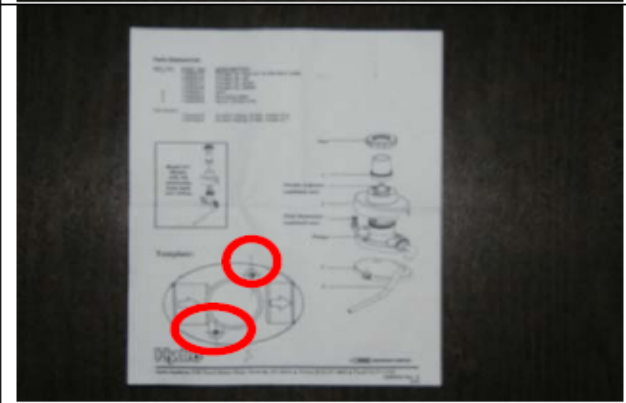
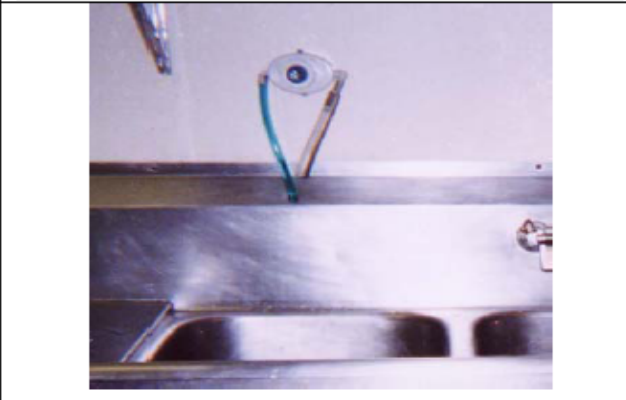
	<p>5.</p> <p>If necessary, the product tube can be routed above the sink, but directly routing it through backsplash is preferred.</p>
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	<p>6.</p> <p>Before beginning installation, screw the metal discharge tube to the pump outlet (larger unthreaded elbow on left side of pump).</p>
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	<p>7. <u>CAREFULLY</u> Remove the pump skirt - <u>Hold the plunger</u> while unscrewing the large nut that encircles the plunger (<u>it is spring-loaded! and will come out forcefully!</u>). Remove the plunger, and place it on a clean surface (keep plunger clean).</p>
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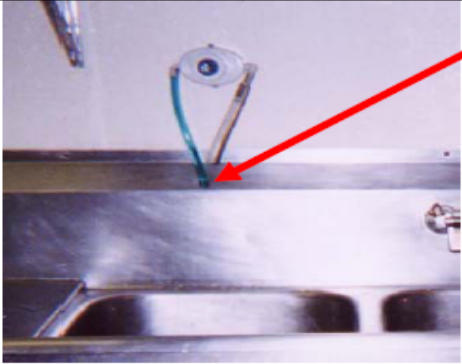

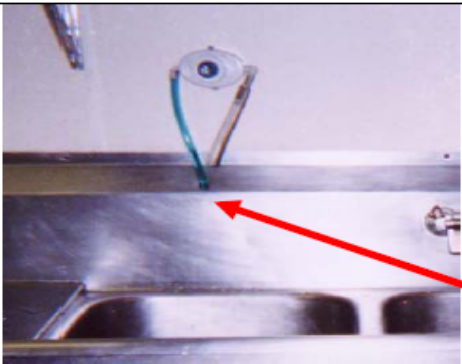

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

	<p>8. Remove the pump skirt.</p>
	<p>9. A template is provided for drilling the 2 mounting holes for the pump.</p> <p>Tape the template to the sink. Mark (punch) location of holes. (allow room below for the 1/2" hole for the product tube and grommet).</p>
	<p>10. If mounting on wall above the sink, drill two 1/4" holes for wall anchors. (If mounting on the stainless backsplash, drill two 11/64" holes for mounting the pump. The extra mounting plate is not used, unless you are replacing an old Dema/Dawn style pump).</p>
	<p>11. Mount the pump using no. 10 screws if mounting on the wall, or use the screws provided if mounting on stainless backsplash.</p> <p>Replace the plunger, pump skirt and nut (the 'flow restrictor' and 'stroke adjusters' will not be used).</p>

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

	<p>12.</p> <p>Drill one 1/2" hole in backsplash for the product supply tube.</p> <p>Insert a grommet.</p>
	<p>13.</p> <p>Cut a 3" piece of the larger (3/8" ID) product tube included in the pump kit. Slip one end on the pump inlet barb (right side).</p> <p>Install the 'step up' barb (included in the pump kit), and attach a longer length of standard product tube (NOT included in pump kit).</p>
	<p>14.</p> <p>Run standard diameter product tube through the grommet in the sink backsplash, and down to the product jug below.</p>
	<p>15.</p> <p><u>Prepare the foot valve assembly:</u> Either - Attach a closed loop mating cap - or - for open loop - slip product tube through cap. Attach a tube stiffener and blue foot valve. Apply tube flag.</p>

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS



16.

Install the product rack - Mount 1 gallon product rack to wall (mount it beneath the drain board, at least 6" above the floor). Use 4 screws with anchors. DO NOT mount product jug above the sink (health department requirement).

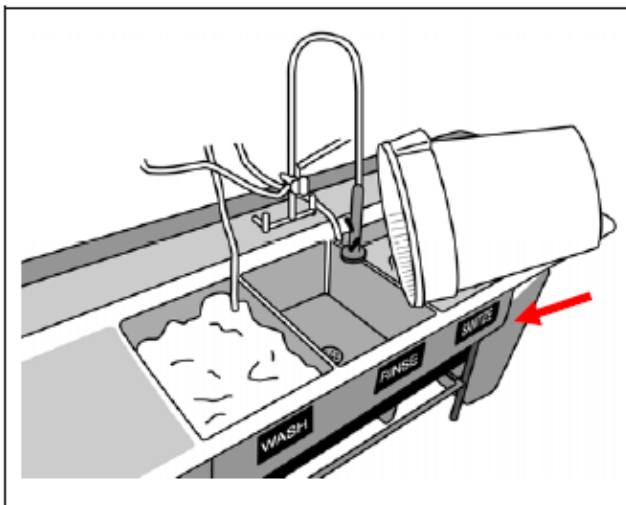


17. Insert the 1 gallon bottle of product in the rack and insert the product supply tube assembly.

Prime the pump.

Fasten the product sticker to the sink near the pump.

Page



18.

Install the 'fill line stickers' on the outside of the sink. Position them as follows:

Dawn – 5, 10 or 20 gallons

Rinse – 5, 10 or 20 gallons

Sanitize – 5-1/2, 11 or 22 gallons

Fill the sink using 1 and 5 gallon buckets to find the right location.

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 7, ATTACHMENT 1

U. S. DEPARTMENT OF AGRICULTURE

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) 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.
- (2) 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.

13-002N

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD - 1048 (6/98)

VENDOR NAME: _____

CVH/cjb

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 transaction is 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

Form AD - 1048 (6/98)

VENDOR NAME: _____
CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In accordance with General Condition 11, all Bidders must disclose with their bid the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the Bidder's firm who is also an employee of SBBC. Disclosure of such potential conflict does not necessarily disqualify Bidder from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

Name of Employee	SBBC Title or Position	Type of Interest in Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

_____ Signature	_____ Company Name
_____ Name of Official	_____ Business Address
_____ City, State, Zip Code	

11/22/05

VENDOR NAME: _____
CVH/cjb

SECTION 7, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM: #4530
3/93

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 7, ATTACHMENT 3
INSURANCE REQUIREMENTS
MINIMUM LIMITS OF INSURANCE

- A. General Liability: Limit of not less than \$1,000,000 per occurrence of Bodily Injury/Property Damage.
- B. Product Liability and Completed Operations Insurance with Bodily Injury limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned (if applicable), non-owned and hired vehicles with Bodily Injury and Property Damage limits of not less than \$1,000,000 per person; \$1,000,000 per occurrence; and property damage limits of not less than \$1,000,000

In the event the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. An affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract, _____ (Awardee Name) agrees to provide proof of "Any Auto" coverage effective the date of acquisition. **(For Purchasing Bid awards, fax affidavit to Risk Management at 866-897-0424)**

- D. Worker's Compensation in accordance with Chapter 440, Florida Statutory limits and Employer's Liability Insurance.

ACCEPTABILITY OF INSURANCE

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERTIFICATION OF COVERAGE

Pool of the required insurance must be furnished by any Awardee to SBBC Risk Management Division by Certificate of Insurance within 15 days of notification of award by SBBC. The certificate of insurance must contain a provision for written notification to SBBC in accordance with poly provisions as outlined in the current ISO ACCORD 25 (2010/05) form. All certificates and endorsements must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies.

CERTIFICATE OF INSURANCE

Prior to the commencement of work, as evidence of required coverage the Awardee must provide a Certificate of Insurance to: Risk Management Division. **(For Purchasing Bid awards, fax affidavit to Risk Management at 866-897-0424)**

The General Liability policies are to contain or be endorsed to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is:_____.

All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

Thirty (30) days written notice shall be given to SBBC, Risk Management Division prior to any material changes or for cancellation prior to the expiration date.

BID NUMBER MUST BE INCLUDED ON THE CERTIFICATE OF INSURANCE.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

VENDOR NAME: _____

CVH/cjb

The School Board of Broward County, Florida
CLEANING CHEMICALS FOR CAFETERIAS

SECTION 7, ATTACHMENT 4

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		The School Board of Broward County, Fla 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)														
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: x-small;">Social security number</td> </tr> <tr> <td style="width:40%; text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table>	Social security number		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table>						-		-		
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: x-small;">Employer identification number</td> </tr> <tr> <td style="width:40%; text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table>	Employer identification number		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> <td style="width:20%; border: 1px solid black; height: 20px;"></td> </tr> </table>						-				
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Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

VENDOR NAME: _____
CVH/cjb

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

VENDOR NAME: _____
CVH/cjb

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

VENDOR NAME: _____
CVH/cjb

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(E))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VENDOR NAME: _____
CVH/cjb

SECTION 8, STATEMENT OF "NO BID"

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO Bid":
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

CVH/cjb