March 4, 2014

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders
Invitation to Bid - 15-011V, Milk and Other Dairy Products 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 Milk and Other Dairy Products 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, it must be 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.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

“Educating Today’s Students To Succeed In Tomorrow’s World”
Broward County Public Schools Is An Equal Opportunity/Equal Access Employer
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INVITATION TO BID (ITB)

DUE DATE:  Bids due at 2:00 p.m. Eastern Time (ET):
APRIL 8, 2014

ITB NO.:
15-011V

RELEASE DATE:
MARCH 4, 2014

PURCHASING AGENT:
Mr. Charles V. High
754-321-0527

BID TITLE:
MILK AND OTHER DAIRY PRODUCTS 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. □ Check this box if address is the same as stated on the left.

Address:
P.O. Address:

City:
State: Zip Code:

State:
City:

Telephone Number:

State:

Telephone Number:

Fax Number:

Contact:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm’s (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid, Bidder, its principals, or their lobbyists has not offered 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 Bidder 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. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

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.

☐ Bid Bond
☐ Descriptive Literature
☐ Material Safety Data Sheets
Special Condition __
Special Condition __
Special Condition __

☐ Manufacturers Authorization
☐ References
☐ Special Condition __
Special Condition __

☒ Bidder’s Preference Statement
☐ Special Condition __
Special Condition 7

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. The School Board of Broward County (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 due date for bid to be considered. Bids will be opened at 2:00 p.m. ET on due date. 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. If a bid is submitted 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.

   d) BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER’S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder’s preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the “Opinion of Out-of-State Bidder’s Attorney on Bidding Preferences” form and must submit this form with the submitted bid. Such opinion should permit SBBC’s reliance on such attorney’s opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered “non-responsive” and bid rejected.

   d) 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.

   a) ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER’S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder’s preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the “Opinion of Out-of-State Bidder’s Attorney on Bidding Preferences” form and must submit this form with the submitted bid. Such opinion should permit SBBC’s reliance on such attorney’s opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered “non-responsive” and bid rejected.

   2. 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. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

   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 state 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 SBBC, 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 therefrom 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. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

   11. CONTRACTUAL RELATIONSHIP OR CONTRACTUAL RELATIONSHIP: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

   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-III 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 School Board of Broward County, Florida Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. 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 state 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 desirable 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 this 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 of 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 combine 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 not be 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 included in those signed by the 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 RFP, or any Addenda subsequently released therefor, shall file a notice of intent to protest, in writing, within 72 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, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or 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, state holiday or day during which the school district administration is closed, 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 Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, 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.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on APRIL 17, 2014 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day 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 or Sunday, state holiday or 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(1)(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 SBBC, at the time of filing the formal written protest, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. 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 protesting in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC 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, SBBC prevails, SBBC 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 SBBC.

37. **SUBMITAL 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 bid 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 such 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 primary 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 bid submitted in connection with such lower tier covered transactions.

CERTIFICATION: The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by 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 bid.

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 to 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.
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 & Outreach Program at 754-321-0950 or www.broward.k12.fl.us/supply/vendor/mwe.htm.

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.

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@monohottrust.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.1enrollment.com/state/?st=broward (used for scheduling and registering applicants) 2) https://sbbc-easypath.browardschools.com/EasyPathWeb/Web.dll (used for vendors to check the status of applicants and order replacement badges) and 3) http://www.1enrollment.com/state/forms/broward/5112c22ca93f.pdf (form/application).

The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.identogo.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.

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).

SBBC PHOTO IDENTIFICATION BADGE:

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The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.identogo.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.

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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).

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.

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.

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.

TERMINATION: This contract award may be terminated with or without cause by SBBC during this term hereof upon thirty (30) days written notice to the other party. In the event of termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.

EVALUATION AND BIDS: SBBC evaluates all Bids in accordance with State Statutes 119.071 and 286.0113.
59. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC will request Awardee to meet the lower price offered by the third party supplier. Awardee will be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC will be released from its contractual obligation to purchase the item under this contract. No response to this request will indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, will not hold SBBC in default of contract. Each purchase will be considered separate and apart from each other.

60. **CONFIDENTIAL RECORDS:** The Awardee 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 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.
1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires bids on MILK AND OTHER DAIRY PRODUCTS FOR CAFETERIAS as specified herein to be furnished to elementary, middle and high school cafeterias (approximately 220). This bid is not for delivery to one central location. All shipments shall require inside delivery and are to be placed in designated areas/coolers, as specified. In addition, technical centers may also utilize this bid on an as needed basis. Additional schools may be added to the list of schools to be furnished items from this bid. **Unit prices quoted shall include all transportation and delivery charges to the individual cafeteria storage units.** Awardees receive individual Purchase Orders specifying the name and ship to address of the various schools within Broward County.

2. **TERM:** The award of this bid shall establish a contract for the period beginning August 1, 2014 and continuing through July 31, 2017. Bids will not be considered for a shorter period of time. Unit prices for Bid Item 1A through 1G shall be adjusted in accordance with Special Condition 12 as well as any additional items purchased.

3. **AWARD:** Bid shall be awarded by **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 a group shall be considered the primary vendor and will receive the largest volume of work. The alternate vendor will only be used if the primary vendor cannot fulfill the contract requirements. 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 SBBC for two years, as described in General Conditions 22 and 55.

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 RENEWAL:** 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 approximately three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew 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.
SECTION 4, SPECIAL CONDITIONS (Continued)

6  QUANTITIES: It is to be understood that quantities listed herein are for three years and are classified as ESTIMATES for bidding purposes, based on the best information available at the time of bid preparation. SBBC is not obligated to receive any quantity less than, or in excess of, actual requirements.

7.  BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 7, ATTACHMENT 5 TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder’s preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the “Opinion of Out-of-State Bidder’s Attorney on Bidding Preferences” form, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC’s reliance on such attorney’s opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered “non-responsive” and bid rejected.

8.  DELIVERY: All milk and dairy products must be in prime “fresh” condition at the time of delivery and shall be delivered inside to individual cafeteria milk coolers. Awardee is required to stock each milk cooler. Delivery temperatures shall be between 33°-40° degrees Fahrenheit. Milk must not be delivered frozen. Milk delivered above 40° may be rejected or returned for credit. Deliveries will be on a daily basis or as specified by the Food and Nutrition Services Department. Deliveries will be accepted 15 minutes after the last lunch period up to 9:00 P.M. (unless otherwise specified). Lunch periods will vary with each cafeteria. Milk is delivered after the last lunch period so cafeteria staff can consolidate milk and clean the milk coolers. Milk delivered on Fridays must have at least eight (8) days remaining on the date code.

If, for their convenience, the Awardee chooses to complete deliveries at such times which a qualified representative of the Food and Nutrition Services Department is not available to verify and sign receiving slips, then the day following such deliveries the Cafeteria Manager will verify receiving slips and immediately notify the awardee’s office by telephone of any discrepancies.

Delivery schedules shall be submitted to the Food and Nutrition Services Department for approval four (4) weeks prior to the first delivery and shall remain consistent from week to week. Prompt notification shall be given to the Food and Nutrition Services Department in the event of any deviation or change to the delivery schedule.

Special or intermediate deliveries may be required in the case of an emergency, if a school is undergoing construction or renovation, if a contractor fails to deliver a product on a regularly scheduled delivery, if a substitute item has been delivered without prior approval, or if an item is delivered in an unacceptable condition. In these cases, the vendor shall make delivery within twenty-four (24) hours or as otherwise requested by the Food and Nutrition Services Department at no additional cost. Holiday delivery schedules that effect the regular delivery schedule must be approved in advance by the Food and Nutrition Services Department. All unused milk is to be collected by Awardee prior to all extended school vacations such as winter, spring and summer breaks. No credits will be issued for milk that is picked up.

Milk shall be delivered in clean milk cartons, free of dirt, sand, grease, or other foreign particles and packed in clean carrying cases or corrugated boxes. Leaking, empty or sour milk cartons shall be returned for full credit and if needed shall be replaced. The above conditions must not be extensive nor a constantly recurring problem.
SECTION 4, SPECIAL CONDITIONS (Continued)

If the milk is delivered in clean carrying cases, then it is the responsibility of the awardee upon delivery or within 24 hours to remove all empty carrying cases in which milk is delivered. If the milk is delivered in corrugated boxes, the school personnel will be responsible for removal.

Milk is one of the five meal components required for each meal by the USDA for program funding. Reimbursement cannot be claimed for meals served without a variety of milk available. If non-delivery of milk results in lost reimbursement to the school district, this loss may be charged back to the Awardee.

9. PRODUCT SUBSTITUTIONS: If the Awardee is temporarily out of stock of a particular item, they may deliver an equal or superior product at an equal or lower price, with prior approval of the Food and Nutrition Services Department. However, in all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitutions should exist only in “emergency” situations.

10. ADDITIONAL ITEMS: Additional products within the milk and dairy product line may be added during the term of the contract upon completion of successful price negotiations between the District and the awardee. This includes new and improved products, additional flavors, different size capacities and different packaging. Price shall be defined as “all costs including freight and inside delivery” and placed in designated areas at the individual school sites.

11. PRODUCT ORDERS: Orders will be placed by the individual cafeteria managers. Orders will be posted DAILY prior to delivery. An exception would be emergency situations where a shorter ordering period may be required. Ordering schedule must be approved by the Food and Nutrition Services Department.

12. PRICE ADJUSTMENTS: All milk prices shall be firm for 30 days after date of award after which prices for milk can escalate or de-escalate. (NOTE: FOR THE PURPOSE OF THIS BID, ALL BIDDERS ARE TO SUBMIT THEIR UNIT PRICE ON THE BID SUMMARY SHEET USING THE UNITED STATES DEPARTMENT OF AGRICULTURE, AGRICULTURAL MARKETING SERVICE DAIRY PROGRAM, FEDERAL ORDER NO. 6-FLORIDA MARKETING AREA, ANNOUNCEMENT OF ADVANCED CLASS I PRICE FOR MARCH, 2014)

The basis of this bid is March 2014, Raw Milk costs (Butterfat and Skim Milk) as announced by the USDA, Agricultural Service, Market Administrator plus over order premiums payable to Dairy Cooperatives, for Federal Order #6, Zone #3. Increases or decreases shall be based on both Butterfat and Skim Milk costs. Awardee shall give written notification to SBBC, Director of Food and Nutrition Services Department each month of the fiscal year that a change upward or downward has taken place. Awardee shall provide documentation of these changes, including Dairy Cooperatives Price announcements and calculation supporting increases or decreases. The Director of Food and Nutrition Services Department should be notified by the 20th day of the prior month. If the Awardee fails to notify the Director of Food and Nutrition Services Department of any such price decrease which would result in a decrease in the contract price of milk, SBBC will make an appropriate reduction in price with a date such reduction should have been made had the Awardee given proper notice or take such other action as is appropriate to give SBBC the advantage of such reduction.

See Attachment A for an example of how the milk price adjustment would have been calculated from March, 2014 from February, 2014.

Price increases/decreases on dairy products other than fluid milk will be calculated using conversion formula pricing factors relative to the conversion of raw milk to finished products.
SECTION 4, SPECIAL CONDITIONS (Continued)

13. **PACKAGING:** The packaging of each bid item is stated on the Bid Summary Sheets. In the event a product is bid which is packed differently than specified, bidders should note the change by crossing out the original bid quantity and adjusting the quantity up or down accordingly. All such changes in quantities should be clearly initialed by the person signing the bid document. (See General Condition 1).

14. **DESCRIPTIVE LITERATURE:** If bidding other than the manufacturer/brand specified in this Bid, it is required that COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST. Such literature must include but not be limited to the label information containing “Nutrition Facts” for each bid item. Food and Nutrition Services Department reserves the right to reject any bid item that does not meet with nutritional requirements. FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THIS BID, WITH THIS BID OR UPON REQUEST, WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.

15. **BID ITEM OFFERED:** If bidding other than the manufacturer/brand specified in the bid item on the Bid Summary Sheet, then the complete manufacturer/brand of the item offered must be indicated in the space(s) provided on the Bid Summary sheet(s). Failure to indicate a complete manufacturer/brand for the item offered in the space(s) provided on the Bid Summary sheet(s) will represent that the bidder is bidding the manufacturer/brand specified the bid item.

16. **STORAGE EQUIPMENT:** The Awardee shall be responsible for furnishing to schools, as needed, a sufficient number of milk coolers as designated by the Director of Food and Nutrition Services Department. Approximately 325 milk coolers are required. **All equipment must be completely installed and in good working condition by August 1, 2014 for this contract.** Milk coolers furnished are to hold a temperature of 38°F when closed, be in good condition and have proper fitting gaskets and lids. Coolers must be of a height to make the milk easily accessible to students. Drop front coolers are used in elementary schools and top loading coolers are used in secondary schools. Coolers must be equipped with a drain for ease of cleaning and are to be mobile with locks on casters. The Awardee shall be responsible for keeping the coolers in good serving condition. In the event a cooler is not in good serving condition, it shall either be repaired or replaced within 24 hours after notification to the awardee. Any spoilage due to mechanical failure of awardee supplied storage equipment or improper delivery (such as, not properly closing the lid or door) must be absorbed by the awardee. The awardee shall assume all responsibility for loss/damage to loaned equipment on School Board property, except for such loss as may be caused by School Board employees willful act.

17. **MINIMUM ORDER:** No minimum orders will be accepted in either case lots or dollar amounts.

19. **EXCLUSIVE RIGHTS:** Award of this contract does not imply or guarantee exclusive rights at any location, either described in this bid or at other locations operated by SBBC. In addition, awarding of this bid does not give the awardee any advantage in the selection process for any services desired by either the Food and Nutrition Services Department or any school/principal department head for any location for which they desire to receive services; nor does any awardee selected to provide services for either the Food and Nutrition Services Department or any location for which a school principal/department head is responsible have any advantage in the selection process for this bid.
18. **SAMPLES:** If bidding other than the brand(s) listed herein, samples of items being bid **must be submitted to the Supply Management and Logistics Department between the dates of March 17, 2014 through March 21, 2014 in order to be considered for award.** Samples received after March 21, 2014 will not be considered for award. The quantity of samples required, if bidding other than approved brands, shall be **one case** for Bid Items 1A thru 1G. Failure to submit samples as required shall result in disqualification of bid submitted.

Samples received will be evaluated by the Food and Nutrition Services Department. The decision to accept the sample(s) received is solely at the discretion of SBBC, Food and Nutrition Services Department. The approval of the samples submitted for evaluation will be communicated via addenda.

Samples are to be labeled and delivered to:

Supply Management and Logistics Department, ATTN: Mr. Charles V. High
The School Board of Broward County, Florida
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Bid No. 15-011V

20. **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.

21. **EVALUATION:** Food and Nutrition Services Department has an evaluation process by which they evaluate both product quality and vendor service. Continual monitoring of the awardee is done by the Food and Nutrition Services Department as part of its quality control program. If it is determined that the service and/or product quality is not satisfactory, SBBC reserves the right to cancel the contract. (See General Condition 23, Cancellation)

22. **REGULATIONS:** All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. Further, all items comply in all respects to the standards and regulations established by Federal and/or Florida State laws and meeting the standards of Florida Statutes Chapter 502.
23. **SUBMITTAL OF INVOICES:** Awardee is hereby notified that each time a delivery is made; two copies of a delivery ticket/invoice must be left with and signed by a Food Service employee. The delivery ticket/invoice must contain:

- Store Name
- Address
- Telephone number
- Invoice number
- Date
- Delivery location
- Item description
- Brands
- Product codes
- Quantity
- Unit price
- Extended price
- Total price

24. **REPORTS:** Awardee shall be required to submit product utilization reports to the Food and Nutrition Services Department on a monthly basis as well as at the end of the contract period. These reports shall be submitted for total monthly quantities delivered per item in terms of bid units used by all schools combined. **Utilization reports shall be submitted within 15 calendar days after the end of month or contract period.** Payments for the month prior to the due dates of utilization reports may be withheld at the discretion of school district officials, until interim or final acceptable utilization reports are received.

25. **WARRANTY:** Manufacturer’s standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by an authorized representative of the School Board.

26. **INTERNET BASED COMPANY ACCESSIBILITY:** SBBC is interested in learning if bidder is currently utilizing or is in the process of developing internet accessibility. Please answer the questions regarding internet accessibility on the Bid Summary Sheet. This information, while useful to SBBC, will not be utilized for evaluation of bid submitted.

27. **W-9 FORMS:** All bidders are requested to complete the attached W-9, in Section 7, Attachment 6, and submit with their bid.

28. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller’s expense.

29. **FORCE MAJEURE:** Except for the provisions of this bid, each party will be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
SECTION 4, SPECIAL CONDITIONS (Continued)

30. **“BUY AMERICAN” COMPLIANCE:** As a sponsor of the National School Lunch and School Breakfast Programs, the District will consider only applicable products which comply with the requirements of the “Buy American” Act.

The Buy America Provision:
Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States, **substantially** using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that “**substantially**” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

It is the district’s intent to strictly adhere to this policy. Decisions to the contrary shall be the District’s responsibility. The bidder shall give the District advance notice of any conflict with this policy.
<table>
<thead>
<tr>
<th>ITEM 1:</th>
<th>(TO BE AWARDED AS A GROUP)</th>
</tr>
</thead>
</table>
| **A. 48,000,000** 8 ounce units | **MILK, FAT FREE, CHOCOLATE**  
No high fructose corn syrup can be used in the product.  
Milk shall be fresh, flavored, Grade A, pasteurized, homogenized, Fortified with vitamin A and D. Butterfat content shall not exceed 0.45% and milk solids a minimum of 7.68%, not to exceed 22 grams sugar and not to exceed 130 calories. Milk cartons shall be Ecopak or Tetra Brik style cartons, One-half pint, plastic impregnated, leak-proof and disposable. Fluid milk shall be delivered at a temperature between 33˚-40˚.  
Approved Brands: TruMoo or other brands meeting bid specifications. |
| | $__________/unit $___________ |
| Brand Offered: ____________________________ |
| Pack: ____________________________ |

B. **16,000,000** 8 ounce units  
**MILK, 1% LOWFAT, WHITE**  
Milk shall be fresh, unflavored, Grade A, pasteurized, homogenized, Fortified with vitamin A and D. Butterfat content shall be 1% and milk solids a minimum of 8.25%. Milk cartons shall be Ecopak or Tetra Brik style cartons, One-half pint, plastic impregnated, leak-proof and disposable. Fluid milk shall be delivered at a temperature between 33˚-40˚.  
Approved Brands: McArthur Dairy or other brands meeting bid specifications.  

| | $__________/unit $___________ |
| Brand Offered: ____________________________ |
| Pack: ____________________________ |
The School Board of Broward County, Florida  
MILK AND OTHER DAIRY PRODUCTS FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET

<table>
<thead>
<tr>
<th>ITEM 1:</th>
<th>(TO BE AWARDED AS A GROUP)</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. 20,000,000 8 ounce units</td>
<td>MILK, FAT FREE, STRAWBERRY</td>
<td>$__________ /unit $___________</td>
<td>$__________ /unit $___________</td>
</tr>
<tr>
<td>Brand Offered:</td>
<td>TruMoo or other brands meeting bid specifications.</td>
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<td></td>
</tr>
<tr>
<td>Pack:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. 1,000,000 8 ounce units</td>
<td>MILK, 100% LACTOSE-FREE AND FAT FREE</td>
<td>$__________ /unit $___________</td>
<td>$__________ /unit $___________</td>
</tr>
<tr>
<td>Brand Offered:</td>
<td>Dairy Ease or other brands meeting bid specifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pack:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. 20,000 8 ounce units</td>
<td>MILK, WHOLE, WHITE</td>
<td>$__________ /unit $___________</td>
<td>$__________ /unit $___________</td>
</tr>
<tr>
<td>Brand Offered:</td>
<td>McArthur Dairy or other brands meeting bid specifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pack:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VENDOR NAME: ______________________________

/cvh
## SECTION 5. BID SUMMARY SHEET

### ITEM 1:  
**TO BE AWARDED AS A GROUP**

<table>
<thead>
<tr>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM 1:</td>
<td></td>
</tr>
</tbody>
</table>

**F. 100 Gallons**  
MILK, WHOLE, WHITE  
Milk shall be fresh, unflavored, Grade A, pasteurized, homogenized, fortified with vitamin A and D. Butterfat content shall be 3.25% and milk solids a minimum of 8.25%. Packaging shall be in resealable one gallon containers leak-proof and disposable. Fluid milk shall be delivered at a temperature between 33˚-40˚.  
Approved Brands: McArthur Dairy or other brands meeting bid specifications.  

<table>
<thead>
<tr>
<th>PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________/gal</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Brand Offered: ____________________________

Pack: ___________________________________

**G. 100 32 ounce units**  
BUTTERMILK, 1% FAT OR LESS  
Milk shall be fresh, unflavored, Grade A, pasteurized, homogenized, fortified with vitamin A and D. Butterfat content to be 1% or less and milk solids a minimum of 8.25%. Milk cartons shall be 32 ounce containers leak-proof and disposable. Fluid milk shall be delivered at a temperature between 33˚-40˚.  
Approved Brands: McArthur Dairy or other brands meeting bid specifications.  

<table>
<thead>
<tr>
<th>PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________/unit</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Brand Offered: ____________________________

Pack: ___________________________________

**TOTAL BID ITEM 1 (A – G inclusive) ......................... $________________________**

### NOTE TO BIDDER:  
Review General Condition 49 prior to completing and mailing this bid.

**Bidder’s M/WBE Certification Number:** ____________________________

**Agency Issuing This Number:** ____________________________

---

**VENDOR NAME:** ____________________________

/cvh
**SECTION 5, BID SUMMARY SHEET**

Additional Information to establish base pricing if it is determined SBBC wants to purchase these items. For the items listed below. Price adjustment will be based on the same formula as for Bid Items 1A thru 1G.

<table>
<thead>
<tr>
<th>UNIT BASE PRICE</th>
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</thead>
<tbody>
<tr>
<td>UNIT BASE PRICE</td>
</tr>
</tbody>
</table>

A.  **COTTAGE CHEESE, 1% SMALL CURD**

Brand Offered: ____________________________

Pack: ____________________________

B.  **SOUR CREAM, REDUCED FAT**

Brand Offered: ____________________________

Pack: ____________________________

VENDOR NAME: ____________________________

/cvh
SECTION 6, BID SPECIFICATIONS

1. Milk Specifications

Bid on fresh milk; Grade A, pasteurized, homogenized fortified with vitamins A & D. Milk shall be free from added water, preservatives, neutralizers, BST (bovine somatotropin), or other foreign matter. All milk shall meet pasteurization, percent of non-fat milk solids, percent of milk fat, and bacteria count specifications consistent with Federal and/or Florida Laws, State Board of Health, requirements of Broward County Health Department, and accepted standards of the milk industry. All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal or State regulation program.

The Broward Food and Nutrition Services Department will not purchase milk which has been produced using bovine somatotropin (BST) for increased milk production. The code date for milk shall guarantee a minimum shelf life of 8 days.

2. Types of Containers

Milk cartons shall be EcoPak or Tetra Brik style cartons, one-half pint, plastic impregnated, leakproof and disposable.
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.

15-011V

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)
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.
The School Board of Broward County, Florida  
MILK AND OTHER DAIRY PRODUCTS FOR CAFETERIAS

SECTION 7, ATTACHMENT 2  
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

<table>
<thead>
<tr>
<th>Name of Bidder’s Employee</th>
<th>SBBC Title or Position of Bidder’s Employee</th>
<th>SBBC Department/ School of Bidder’s Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
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</table>

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

_________________________ ___________________________ ___________ __________________
Signature Company Name

03/28/13

VENDOR NAME: ________________________________
/cvh
SECTION 7, ATTACHMENT 3
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 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 __________________________ Notary Public - State of _______________________________________

(Type of identification) My commission expires ______________________________________

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

FORM: #4530
3/93

VENDOR NAME: __________________________________
/cvh
The School Board of Broward County, Florida

MILK AND OTHER DAIRY PRODUCTS FOR CAFETERIAS

SECTION 7, ATTACHMENT 4

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than $1,000,000 per occurrence for Bodily Injury/Property Damage; $1,000,000 General Aggregate.

Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

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

_________________ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: 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.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, 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.

(**Please include the Contract # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

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
ALL FIRMS, BOTH OUT-OF-STATE AND THOSE IN THE STATE OF FLORIDA MUST COMPLETE THE APPROPRIATE SECTION ON THE FOLLOWING PAGE, Section 7, Attachment 5.

Failure to do so will disqualify the submittal and the bidder will be ineligible for award.
VENDOR NAME: __________________________________

The School Board of Broward County, Florida

MILK AND OTHER DAIRY PRODUCTS FOR CAFETERIAS

SECTION 7, ATTACHMENT 5 (See Special Condition 7)

LEGAL OPINION OF BIDDER’S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Section 1 must be completed by the Attorney for an Out-of-State Bidder
Section 2 must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder’s preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the “Opinion of Out-of-State Bidder’s Attorney on Bidding Preferences” form, Section 7, Attachment C, and must submit this form with submitted bid. Such opinion should permit SBBC’s reliance on such attorney’s opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered “non-responsive” and bid rejected.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

_____

The Bidder’s principal place of business is in the State of _______________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder’s principal place of business is in the State of _______________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)].

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts.

Signature of out-of-state Bidder’s attorney:
____________________________________________________________________________________

Printed name of out-of-state Bidder’s attorney:
_________________________________________________________________________________

Address of out-of-state Bidder’s attorney:
_____________________________________________________________________________________

Telephone Number of out-of-state Bidder’s attorney: (___) ____ - ______

Email address of out-of-state Bidder’s attorney:  _______________________________________________

Attorney’s state(s) of bar admission:  _______________________________________________________

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY

ATTORNEY’S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS

(Must Select One)

_____

The Bidder’s principal place of business is in the political subdivision of Broward County, Florida.

_____

The Bidder’s principal place of business is in the political subdivision of _______________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____

The Bidder’s principal place of business is in the political subdivision of _______________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)].

VENDOR NAME: _____________________________

/cvh
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 he or she stays in the United States for 3 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 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-9.

**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 1985 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 entity 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 $50 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-9.

**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.
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(h).
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.

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

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 are not a resident alien and do not have a social security number, your TIN is your social security number. Enter it in the social security number box. If you do not have an TIN, see How to get a TIN below.

If you are a sole proprietor and you have a 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 Number and 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 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 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, sign Form W-9. You may be requested to sign by the withholding agent even if item 1 below is checked. In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payee, see Exempt Payee on page 5.

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 1983 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 1 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.
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.

What Name and Number To Give the Requester

For this type of account: 

Give name and SSN of:

1. Individual
   The individual
   The actual owner of the account or, if combined funds, the first individual on the account
2. Two or more individuals (joint account)
   The individual
   The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor
   (Uniform Gift to Minors Act)
   The minor
   The grantor-trustee
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 actual owner
   The owner
5. Sole proprietorship or disregarded entity owned by an individual
   The owner
   The grantor
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(c)(2)(i)(a))
   Give name and EIN of:
   The owner
   The corporation
   The organization
   The partnership
   The broker or nominee
   The public entity
   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 "EIEA" name on the "Business name/designed entity name" line. You may use either your SSN or EIN [If you have one], but the IRS discourages you to use your SSN.
4. List first and circle the name of the trustee, 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. 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.

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 pay; 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 returns. Under section 3408, 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.
The School Board of Broward County, Florida

ACH Payment Agreement Form (ACH CREDITS)

(See General Condition 10)

VENDOR NAME: __________________________________

<table>
<thead>
<tr>
<th>Authorization Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>I (we) hereby authorize <strong>The School Board of Broward County</strong> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <strong>The School Board of Broward County</strong> to make the necessary debit entries/adjustments in the event that a credit entry is made in error.</td>
</tr>
<tr>
<td>Further, I agree not to hold <strong>The School Board of Broward County</strong> responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.</td>
</tr>
<tr>
<td>This agreement will remain in effect until <strong>The School Board of Broward County</strong> receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Bank or Financial Institution: ___________________________________________________________________________________________</td>
</tr>
<tr>
<td>Branch/ State: ____________________________________________</td>
</tr>
<tr>
<td>Routing No: __________________</td>
</tr>
<tr>
<td>Account No: __________________</td>
</tr>
<tr>
<td>Checking: ☐ Savings: ☐</td>
</tr>
<tr>
<td>VENDOR AREA: __________________</td>
</tr>
<tr>
<td>Remittance Confirmation: (please select one) __________________</td>
</tr>
<tr>
<td>Fax: ☐ Email: ☐</td>
</tr>
<tr>
<td>Federal Identification No. __________________</td>
</tr>
<tr>
<td>Vendor TAX ID#: ☐ SS#: ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Update Purchase Order Fax &amp; Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centralized Fax Number: __________________ Dept: __________________</td>
</tr>
<tr>
<td>Centralized Email: __________________ Dept: __________________</td>
</tr>
<tr>
<td>Centralized Phone No: __________________ Dept: __________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature (Primary) and Business title: __________________ Date: __________________</td>
</tr>
<tr>
<td>Authorized Signature (Joint) and Business title: __________________ Date: __________________</td>
</tr>
</tbody>
</table>

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# __________________ Date Entered ________________ Initials: __________
**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: ___________________________

<table>
<thead>
<tr>
<th>✓</th>
<th><strong>Reasons for “NO Bid”:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unable to comply with product or service specifications.</td>
</tr>
<tr>
<td></td>
<td>Unable to comply with scope of work.</td>
</tr>
<tr>
<td></td>
<td>Unable to quote on all items in the group.</td>
</tr>
<tr>
<td></td>
<td>Insufficient time to respond to the Invitation to Bid.</td>
</tr>
<tr>
<td></td>
<td>Unable to hold prices firm through the term of the contract period.</td>
</tr>
<tr>
<td></td>
<td>Our schedule would not permit us to perform.</td>
</tr>
<tr>
<td></td>
<td>Unable to meet delivery requirements.</td>
</tr>
<tr>
<td></td>
<td>Unable to meet bond requirements.</td>
</tr>
<tr>
<td></td>
<td>Unable to meet insurance requirements.</td>
</tr>
<tr>
<td></td>
<td>Other (Specify below)</td>
</tr>
</tbody>
</table>

Comments:  
________________________________________________________________________________________________

________________________________________________________________________________________________

________________________________________________________________________________________________

________________________________________________________________________________________________

Signature: ___________________________ Date: ___________________________

VENDOR NAME: ___________________________

/cvh
### RAW MILK COST CHANGE CALCULATION (SAMPLE)

#### Federal Order # 6, Zone # 3

<table>
<thead>
<tr>
<th></th>
<th>PRIOR MONTH</th>
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<tr>
<td></td>
<td>Feb-14</td>
<td>Mar-14</td>
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<tr>
<td>PER CWT</td>
<td>$32.74</td>
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<tr>
<td>PER TOTAL</td>
<td>$27.29</td>
<td>$27.86</td>
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<tr>
<td>PER SKIM PER POUND</td>
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<tr>
<td>PER BF</td>
<td>$1.8297</td>
<td>$2.1370</td>
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#### PRODUCTS

**1 %-MILK**

<table>
<thead>
<tr>
<th>SKIM</th>
<th>8.5338</th>
<th>X</th>
<th>$0.0057</th>
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<td>B.F.</td>
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**SKIM MILK**

<table>
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<tr>
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<tr>
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**FAT FREE CHOCOLATE**

<table>
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<th>X</th>
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</thead>
<tbody>
<tr>
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<td>0.0086</td>
<td>X</td>
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<td>EQUALS $0.00264</td>
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<tr>
<td>TOTAL</td>
<td>8.6300</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PER GAL</td>
<td>$0.05178</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>PER 1/2 PT</td>
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**FAT FREE STRAWBERRY**

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<th>$0.0057</th>
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</thead>
<tbody>
<tr>
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<td>0.0086</td>
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<tr>
<td>TOTAL</td>
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<tr>
<td>PER GAL</td>
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<tr>
<td>PER 1/2 PT</td>
<td>$0.00324</td>
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VENDOR NAME: ________________________________
/cvh