



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

SUPPLY MANAGEMENT & LOGISTICS
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

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ROBERT W. RUNCIE
Superintendent of Schools

January 14, 2015

ADDENDUM NO. 2 15-101V FRESH PRODUCE FOR CAFETERIAS

CALLED FOR: 2:00 PM, JANUARY 26, 2015

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

1. **DELETE:** Page 8 of 39 Pages – **REVISED** - **INSERT:** Page 8 of 39 Pages – **REVISED** - 1

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 15-101V, Bidder certifies acceptance of this Addendum.

Sincerely,

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

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **FRESH PRODUCE FOR CAFETERIAS** to be delivered to approximately 225 schools in the district. SBBC reserves the right to add additional delivery locations during the term of the contract. Payments will be based on approved product costs plus fixed fees for services.
2. **TERM:** The award of this bid shall establish a contract for the period beginning from date of award **and continuing through July 31, 2018**. Bids will not be considered for a shorter period of time. Items will be ordered on an as-needed basis. **If only one bid is received, the term of the contract will be reduced to one year.**
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. Product unit cost must be stated in the space provided on the Bid Summary Sheet. All items within a group must have an individual product unit cost. Failure to state the individual product unit 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. FNS 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 FNS 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 Items 1 through 19 for 12 months, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three year(s), and may, by mutual agreement between FNS 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 FNS. All prices shall be firm through the period stated in **Special Condition 6 - Price Adjustments** for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **PRICE ADJUSTMENTS:** **Product Unit Cost offered shall remain firm from time of award for a period of 12 months for Items 1 through 19.** After 12 months, Awardees must solicit re-bid costs from three shippers and/or freight haulers, and submit a cost change report to the Food and Nutrition Services Department (FNS) at least three weeks prior to expiration of the twelve-month firm cost period. Report must include percent of domestic product supplied. FNS will review the cost changes, possibly approve some and request further re-bids on others. Awardee cannot increase costs without prior approval from FNS. The pre-approval of cost diminishes the need for after-the-fact audits. FNS, however, may audit supplier invoices on selected fixed cost items, as well as variable cost items. The Fixed Fee for Service, Lines D and E, cost is held for the duration of the contract (fixed fees for service is defined in Special Condition 11).

VENDOR NAME: _____
CVH/ch



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ROBERT W. RUNCIE
Superintendent of Schools

January 13, 2015

ADDENDUM NO. 1 15-101V FRESH PRODUCE FOR CAFETERIAS

CALLED FOR: 2:00 PM, JANUARY 26, 2015

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

- | | |
|-------------------------------|--|
| 1. DELETE: Page 8 of 39 Pages | INSERT: Page 8 of 39 Pages – REVISED - |
| DELETE: Page 10 of 39 Pages | INSERT: Page 10 of 39 Pages – REVISED - |
| DELETE: Page 19 of 39 Pages | *INSERT: Page 19 of 39 Pages – REVISED - |
| DELETE: Page 20 of 39 Pages | *INSERT: Page 20 of 39 Pages – REVISED - |
| DELETE: Page 21 of 39 Pages | *INSERT: Page 21 of 39 Pages – REVISED - |
| DELETE: Page 22 of 39 Pages | *INSERT: Page 22 of 39 Pages – REVISED - |
| DELETE: Page 23 of 39 Pages | *INSERT: Page 23 of 39 Pages – REVISED - |

(*) Send these REVISED pages back with your submitted bid.

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Charles V. High, C.P.M., A.P.P., MBA
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VENDOR NAME: _____
CVH/ch

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

12. **PRODUCTS WITH FIXED COST:** There are 19 items listed in this bid, which require fixed costs. (See Section 5) These are mostly items with fairly stable costs, which represent about 80 percent of FNS's annual purchases in terms of dollars. Unit price of fixed cost items are required to remain firm for the duration stated on the product bid sheets (See Section 5, Column 3). An item may be removed by FNS, from the fixed cost list and placed temporarily on the open-market list if circumstances warrant the requirement. Awardee must provide, if requested by FNS, written confirmation(s) from shippers to verify initial cost as well.
- Awardee must solicit re-bid product costs from three shippers and/or freight haulers, and submit a product cost change report to FNS at least three weeks prior to expiration of the twelve-month firm cost period. Report must include percent of domestic product supplied. FNS will review the product cost changes, possibly approve some and request further re-bids on others. Awardee cannot increase product costs without prior approval from FNS. The pre-approval of product cost diminishes the need for after-the-fact audits. FNS, however, may audit supplier invoices on selected fixed cost items, as well as variable cost items.
13. **PRODUCTS WITH OPEN-MARKET COST:** There are approximately 50 products in the open-market cost category, but the number may vary up or down throughout a year due to seasonal supplies. (See Page 24 of 39, Section 5) Product costs of these items, which represent about 20 percent of annual dollar volume, may vary from week to week. Product cost quoted for each item, after award of this contract, to FNS, must be based on the lowest product cost available at the time commensurate with FNS's quality standards. Sell price quoted after award of this contract to FNS must represent the product cost and fixed fees for service. Awardee must provide written confirmation(s) from shippers to verify initial product cost as well as product cost changes, upon request. FNS reserves the right to reject any change in pricing due to incomplete submittal information provided by the Awardee.
14. **SOLICITING COSTS DIRECTLY FROM SHIPPERS:** FNS reserves the right to solicit product and/or hauling costs directly from brokers, shippers, freight-haulers, or direct receivers and instruct the Awardee where to purchase products or services and what cost(s) to pay for each product.
15. **PICK-UP ALLOWANCES:** A freight cost of \$.70 per case for pick-ups by a contractor may be added to the cost of a product, provided that the \$.70 is less than the fee charged by a shipper or freight hauler for delivery to the contractor's warehouse. The \$.70 fee is applicable to pick-ups within a 150 mile radius of a contractor's warehouse. Pick-ups beyond 150 miles may be increased on a prorate basis, only upon approval by FNS. FNS may request a decrease in the fee below \$.70 on a prorate basis if the pick-up point is next door, "down the street", or "across town".
16. **COST PROMOTIONS:** Awardee shall pass along to FNS, during the contract period any product cost reductions or other inducements offered by shippers on a "promotional" basis. It will be the Awardee's responsibility to notify FNS, in writing, when promotions are offered. The address to send this information will be SBBC, FNS Department, 7720 W. Oakland Park Boulevard, 2nd Floor, Sunrise, Florida, 33351, Attn: FNS Coordinator.
17. **SUBCONTRACTING PHYSICAL DISTRIBUTION:** No subcontracting is allowed under this contract.

VENDOR NAME: _____
CVH/ch

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
1	APPLES: RED DELICIOUS, BRAEBURN, FUJI, AND/OR GALA 125-138 count, Washington/Oregon, U.S. Extra Fancy Grade or higher. 40 pounds minimum per full container. Variety: _____ Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	35,000 cases	_____
2.	APPLES, SLICED 100/2 ounce bags per case. Red Delicious, Gala, Braeburn, or Golden Delicious Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	41,000 cases	_____
3	BANANAS, SMALL 100/120 count, medium green color (#4) to green tip (#5) color or as ordered, first quality, 40 pounds minimum, full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	15,000 cases	_____
4	CARROTS, BABY, PEELED, U. S. No. 1 grade. 4/5 pound bags per case Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	2,500 cases	_____
5	CARROTS, BABY, PEELED 100/ 2 ounce bags per case. Each two ounce bag to equal one-half cup vegetable. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	9,000 cases	_____

VENDOR NAME: _____
CVH/ch

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
6	CORN, SWEET COBBETTES 80 count, Approx. 4" in length. Each cobbette is to equal one-half cup vegetable. . Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	10,000 cases	_____
7	CUCUMBERS 24 count, U. S. No. 1 grade. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	6,000 cases	_____
8	LETTUCE, ROMAINE, CHOPPED COARSE FOR SALAD 6/2 pound bags. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	18,000 cases	_____
9	LETTUCE, ICEBERG, SHREDDED 4/5 pound bag 1/8" taco cut, U. S. No. 1 grade. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	3,000 cases	_____
10	MELON, CANTALOUPE, PRE-CUT 4/5 pound tubs. Pre-cut cubes to be approximately one inch Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	4,000 cases	_____

VENDOR NAME: _____
CVH/ch

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
11	MELON, HONEYDEW, PRE-CUT 4/5 pound tubs. Pre-cut cubes to be approximately one inch. Brand: _____ How Packed: _____	Date of Award Through 12 Months _____	_____	4,000 cases	_____
12	ORANGES, FLORIDA 125 count, Florida, U.S. Fancy, 40 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months _____	_____	4,000 cases	_____
13	ORANGES, CALIFORNIA 113 count, California U.S. Fancy, 40 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months _____	_____	6,000 cases	_____
14	PEARS 120 count, Northwest Summer, Fall or Winter types, U.S. No. 1 Grade, 40 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months _____	_____	5,000 cases	_____
15	PEPPERS, MINI, MIXED 4/5 pound bags. Assorted colors. Brand: _____ How Packed: _____	Date of Award Through 12 Months _____	_____	2,200 cases	_____

VENDOR NAME: _____
CVH/ch

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
16	PINEAPPLES, SPEARS 50 count. Each pineapple spear is to equal one-half cup fruit. Easy to open, individually wrapped. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	18,000 cases	_____
17	TANGERINES 100-125 count, Florida U.S. Fancy, 38 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	6,000 cases	_____
18	TOMATOES, GRAPE 12/1 pints, U.S. No. 1 Grade, 13-15 pounds per carton minimum. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	8,000 cases	_____
19	TOMATOES, VINE RIPE Red, medium-firm, 6 x 6 count (large), U.S. No. 1 Grade, 25 pound case minimum. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	2,200 cases	_____

Line A. **TOTAL ITEMS 1 - 19** \$
(This total product cost is to be carried to Line B, Page 23)

VENDOR NAME: _____
CVH/ch

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

LINE	DESCRIPTION	(1) <u>COST</u>	(2) ANNUAL EST <u>QUANTITY</u>	(3) TOTAL <u>COST</u>
B.	FIXED PRODUCT COST ITEMS: Bidder enters in Column 3 the total from (Total Items 1 - 19, Line A.).	N/A	N/A	\$ _____
C.	OPEN MARKET PRODUCT COST ITEMS: Total estimated annual cost of open-market items. See Special Condition 13.	N/A	N/A	\$ <u>1,200,000</u>
D.	FIXED FEE FOR SERVICES FOR FULL CARTONS: Bidder enters in Column 1 the bid fee to be charged for delivery of full cartons unbroken; multiply by the estimated quantities in Column 2 and enter the results in Column 3. For example if the bid fee per carton is \$2.50 enter this number in Column 1 and multiply by 210,000. See Special Condition 11.	\$ _____	210,000	\$ _____
E.	FIXED FEE FOR SERVICES FOR BROKEN CARTONS: Bidder enters in Column 1 the bid fee to be charged for cartons which are to be broken and delivered in less than full carton quantities. The total estimated number of full carton equivalents is shown in Column 2, multiply the bid fee in Column 1 by the quantities shown in Column 2 and enter the results in Column 3. For example if the per carton bid fee for broken cartons is \$2.75 enter this amount in Column 1 and multiply by 30,000. See Special Condition 11 for pro-rated fee charges.	\$ _____	30,000	\$ _____
F.	TOTAL BOTTOM LINE BID PRODUCT COST AND FIXED FEES FOR SERVICES: Bidder enters in Column 3 the total cost. Add lines B. through E. to get the total cost.			\$ _____

VENDOR NAME: _____
CVH/ch



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ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

(Release Date)

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid 15-101V – Fresh Produce 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 **Fresh Produce 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.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying 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.

- **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 Procurement and Warehousing Services 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. Bids received after 2:00 p.m. ET on date due will not be considered.

- **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 or scan and send via e-mail to charles.high@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Sincerely,

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

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

**DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):
JANUARY 26, 2015**

ITB NO.:
15-101V

RELEASE DATE :
DECEMBER 19, 2014

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

Bids must be submitted to Procurement and Warehousing Services and received **on or before 2:00 p.m. ET** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:

FRESH PRODUCE 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:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I 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 ITB, 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 GG 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.

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

☒ Bidder's Preference Statement
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 Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
- c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
- 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.

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

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

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

- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, 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 Procurement and Warehousing Services 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 and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/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. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT 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-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

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

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, 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 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, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC 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 SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **FEBRUARY 12, 2015 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 ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with 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 protestant 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 School 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.**

36. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC 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 protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES 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 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services 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 said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
 - b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) 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 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 Procurement and Warehousing Services 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 SBBC 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 Executive Director, Public Relations & Governmental Affairs 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 County 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 County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, 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 Procurement and Warehousing Services; 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 CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. 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 754-321-0550 or www.broward.k12.fl.us/supplier/vendor/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB 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.
- MorphoTrust USA, LLC 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@morphotrust.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.t1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.t1enrollment.com/state/forms/broward/51f2c822ca09f.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.idenlogo.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: MorphoTrust USA, LLC, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
b) All departments being advised not to do business with vendor.
56. **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. 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 GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
57. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with the State of Florida 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.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **FRESH PRODUCE FOR CAFETERIAS** to be delivered to approximately 225 schools in the district. SBBC reserves the right to add additional delivery locations during the term of the contract. Payments will be based on approved product costs plus fixed fees for services.
2. **TERM:** The award of this bid shall establish a contract for the period beginning from date of award **and continuing through July 31, 2018**. Bids will not be considered for a shorter period of time. Items will be ordered on an as-needed basis.
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. Product unit cost must be stated in the space provided on the Bid Summary Sheet. All items within a group must have an individual product unit cost. Failure to state the individual product unit 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. FNS 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 FNS 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 Items 1 through 18 for 12 months, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three year(s), and may, by mutual agreement between FNS 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 FNS. All prices shall be firm through the period stated in **Special Condition 6 - Price Adjustments** for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **PRICE ADJUSTMENTS:** **Product Unit Cost offered shall remain firm from time of award for a period of 12 months for Items 1 through 18.** After 12 months, Awardees must solicit re-bid costs from three shippers and/or freight haulers, and submit a cost change report to the Food and Nutrition Services Department (FNS) at least three weeks prior to expiration of the twelve-month firm cost period. Report must include percent of domestic product supplied. FNS will review the cost changes, possibly approve some and request further re-bids on others. Awardee cannot increase costs without prior approval from FNS. The pre-approval of cost diminishes the need for after-the-fact audits. FNS, however, may audit supplier invoices on selected fixed cost items, as well as variable cost items. The Fixed Fee for Service, Lines D and E, cost is held for the duration of the contract (fixed fees for service is defined in Special Condition 11).

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **BIDDING PREFERENCE LAWS:** 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. **ORDERING OF PRODUCTS:** During the course of a year, FNS may purchase approximately 75 different produce items and pack sizes, some of which are purchased in volume, and others only on an occasional basis. Of those, less than 20 items account for the majority of the dollar value of the bid. FNS will provide the Awardee with a pre-approved list of items, after award of this contract, which can be ordered by school cafeterias. FNS will also provide the Awardee with cycle menus which will indicate, in advance, the produce items required. FNS shall purchase produce as listed on the Bid Summary Sheets, **Section 5**. FNS also has the option of adding or deleting items from the Bid Summary Sheets after the award of the bid. A contact person, who is responsible for all orders, will need to be designated by the Awardee. A local or toll free phone number and a fax number must be provided. The representative shall be required to be available between 8:00 a.m. and 4:00 p.m., Monday - Friday.
9. **SELL PRICE (INVOICE SELL PRICE):** The term, sell price includes product cost and fixed fees for services charged for each item by the Awardee to FNS. Sell price shall be all inclusive of costs.
10. **PRODUCT COST:** The term, product cost, means the cost of products delivered to an Awardee's warehouse. Product cost must include, but not be limited to, all ancillary charges such as freight, pick-ups, icing or heating costs and brokerage fees. Produce required, by FNS, will be purchased at either fixed (firm) costs or open-market costs as specified herein. Bidders must submit product unit costs on all fixed cost items; cost of open-market products shall not be included in the award of this bid. Awardee must provide, if requested by FNS, written confirmation from suppliers and shippers to verify initial product cost to the Awardee.
11. **FIXED FEES FOR SERVICE:** The term, fixed fees for service, is used in this bid to indicate the amount an Awardee will be paid for purchasing, storing and delivering food products, as well as all other indirect and overhead costs, including profit. Fixed fees shall remain firm for the duration of the contract including renewals and extensions. This gives FNS time to review and computerize costs. FNS **shall** sign-off on all cost changes **BEFORE** they are implemented. This means that the Awardee may have to carry-over ample stock at the old costs so as to hold the line until cost increases are approved.

A fee shall be quoted per unbroken full carton purchases (see Line D). A separate fee, shall be quoted per broken full carton quantities to fill orders of less than case-lot quantities (see Line E). This fee will be prorated in accordance with the size of the wholesale carton, for example, the fee for a dozen packages of radishes, packed 36 to a carton, will be 1/3 of the fee quoted for broken cartons.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

12. **PRODUCTS WITH FIXED COST:** There are 18 items listed in this bid, which require fixed costs. (See Section 5) These are mostly items with fairly stable costs, which represent about 80 percent of FNS's annual purchases in terms of dollars. Unit price of fixed cost items are required to remain firm for the duration stated on the product bid sheets (See Section 5, Column 3). An item may be removed by FNS, from the fixed cost list and placed temporarily on the open-market list if circumstances warrant the requirement. Awardee must provide, if requested by FNS, written confirmation(s) from shippers to verify initial cost as well.
- Awardee must solicit re-bid product costs from three shippers and/or freight haulers, and submit a product cost change report to FNS at least three weeks prior to expiration of the twelve-month firm cost period. Report must include percent of domestic product supplied. FNS will review the product cost changes, possibly approve some and request further re-bids on others. Awardee cannot increase product costs without prior approval from FNS. The pre-approval of product cost diminishes the need for after-the-fact audits. FNS, however, may audit supplier invoices on selected fixed cost items, as well as variable cost items.
13. **PRODUCTS WITH OPEN-MARKET COST:** There are approximately 50 products in the open-market cost category, but the number may vary up or down throughout a year due to seasonal supplies. (See Page 24 of 39, Section 5) Product costs of these items, which represent about 20 percent of annual dollar volume, may vary from week to week. Product cost quoted for each item, after award of this contract, to FNS, must be based on the lowest product cost available at the time commensurate with FNS's quality standards. Sell price quoted after award of this contract to FNS must represent the product cost and fixed fees for service. Awardee must provide written confirmation(s) from shippers to verify initial product cost as well as product cost changes, upon request. FNS reserves the right to reject any change in pricing due to incomplete submittal information provided by the Awardee.
14. **SOLICITING COSTS DIRECTLY FROM SHIPPERS:** FNS reserves the right to solicit product and/or hauling costs directly from brokers, shippers, freight-haulers, or direct receivers and instruct the Awardee where to purchase products or services and what cost(s) to pay for each product.
15. **PICK-UP ALLOWANCES:** A freight cost of \$.70 per case for pick-ups by a contractor may be added to the cost of a product, provided that the \$.70 is less than the fee charged by a shipper or freight hauler for delivery to the contractor's warehouse. The \$.70 fee is applicable to pick-ups within a 150 mile radius of a contractor's warehouse. Pick-ups beyond 150 miles may be increased on a prorate basis, only upon approval by FNS. FNS may request a decrease in the fee below \$.70 on a prorate basis if the pick-up point is next door, "down the street", or "across town".
16. **COST PROMOTIONS:** Awardee shall pass along to FNS, during the contract period any product cost reductions or other inducements offered by shippers on a "promotional" basis. It will be the Awardee's responsibility to notify FNS, in writing, when promotions are offered. The address to send this information will be SBBC, FNS Department, 7720 W. Oakland Park Boulevard, 2nd Floor, Sunrise, Florida, 33351, Attn: FNS Coordinator.
17. **SUBCONTRACTING PHYSICAL DISTRIBUTION:** No subcontracting is allowed under this contract.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

18. **BIDDERS' QUALIFICATIONS:** Bids will be considered only from commercial distributors who meet the qualifications as stated in **Section 6, Attachment 1**. To establish qualifications, Bidder must fill out and submit, **Section 6 Attachment 1** with submitted bid. Bidders are required to provide **three (3) references**, one of which must be from a customer who has volumes similar to SBBC. These references should include services for public (government) agencies of similar size and scope. Please provide addresses, phone/fax numbers, names of contact persons and periods of service for each reference. Bidders must also submit, Reference Release Form, with the bid response, **Section 6, Attachment 2**. **Failure to provide the information requested in Section 6, Attachment 1, three references and the Reference Release Form, Section 6, Attachment 2 shall result in disqualification of bid.** The decision if a Bidder's qualification meets the requirements of this bid shall be at the discretion of FNS. Bidders must have adequate organizational structure, facilities, equipment and personnel to ensure prompt and efficient service. FNS reserves the right, before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions FNS will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform. The decision as to whether a bidder meets the qualifications is at the sole discretion FNS.
19. **QUANTITIES:** The quantities listed on the Bid Summary Sheets are estimated annual quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the contract price. FNS is not obligated to receive any quantity less than, or in excess of, actual requirements. Purchases shall be requested as needed throughout the contract period.
20. **CRITICAL PATH PROCESSING OF ORDERS:** The Awardee must be able to receive orders electronically. All orders are electronically transmitted from each school site on a weekly basis. No manual keying of orders will be allowed. The Awardee shall immediately set aside the required products, contact by fax, followed immediately with a phone call for instructions concerning resolutions to all variances such as out-of-stocks and suggest suitable substitutions. The Awardee shall, at that point, contact each Site FNS Manager affected by the issues and notify them of the changes. The FNS office shall notify the Awardee as to the contact method: phone, memo or message added to delivery invoices. The Awardee shall develop predictable forecast data and provide adequate lead-time on scheduling adequate inbound shipments of supplies to minimize out-of-stock situations. To assist the Awardee in this endeavor, FNS shall provide the Awardee with cycle menus. Awardee may be requested to provide FNS in advance of contract approval, a written or verbal explanation of the Critical Path system to be implemented and provide assurance that this system shall be compatible with FNS's capabilities.
21. **PACKAGING:** In the event a product is bid which is packed differently than specified, bidder should note the change by crossing out the original bid quantity and adjusting the quantity up or down accordingly. All such changes in quantities shall be clearly initialed by the person signing the bid document. (See General Condition 1.)
- Note:** During the evaluation process FNS reserves the right to request from bidder(s) clarification and corrections on packaging and labels and any other additional information needed for the evaluation of the bid.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

22. **DELIVERY ACCURACY AND PRODUCT QUALITY:** Awardee is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for the day of menu service and ready for preparation or consumption. All produce must be delivered fresh, sanitary and in temperature controlled condition. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available and be sulfite free. Delivery of Best Used by Dates of less than 5 days is not acceptable unless pre-approved as an Opportunity Buy by the Nutrition Services Department.
23. **ITEM SUBSTITUTION/CHANGES:** Each item that is delivered must meet the minimum produce specification and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and approved prior to delivery. If the Awardee is temporarily out-of-stock of a particular item, they must deliver an equal or superior product at an equal or lower price with prior approval from Food and Nutrition Department. **All outages must be submitted to the district office a minimum of 24 hours prior to delivery. The vendor shall communicate outages and suggested substitutes utilizing the Outage Notification/Substitution Approval Form (Section 7, Attachment 1).** In the event that a substitute is being made, the word "substitute" should be clearly stated on the delivery ticket.
- A. An excessive occurrence of out-of-stock items may be cause for contract cancellation.
- B. The district reserves the right to make brand or product changes at any point during the contract for the following reasons to include but not limited to: performance, quality control issues or product complaints.
24. **DELIVERY SCHEDULES:** The Awardee shall deliver fresh produce at least twice weekly to approximately 225 schools. Please go to <http://www.browardschools.com/> for viewing all schools located in Broward County.
- Deliveries shall be made to schools on a regular twice a week schedule between the hours of 6:30 a.m. and 2:00 p.m., or as may be otherwise approved by FNS. In the event that schools are closed on a regularly scheduled delivery day, it shall be required that the delivery be rescheduled for the business day immediately preceding or immediately following the regular delivery day. Delivery schedules shall be submitted by the Awardee to FNS for approval two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the Awardee shall be submitted to FNS for approval 30 days prior to implementation. The Awardee shall be notified in advance of school off-days so that special arrangements can be made for delivery as may be approved by FNS. Produce must be delivered to all schools within two days of school restart after the Winter and Spring breaks. If an item is omitted from an order by the Awardee, or is delivered in unacceptable condition (improperly chilled or damaged containers, for example) replacement delivery shall be made within 24 hours, or at a longer time span if approved by FNS. The Awardee is expected to make deliveries, at a minimum error free level of 99 percent of the line items, as pertains to distributor accuracy and acceptability of the order units.
- Deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor.
 - Typically there are no deliveries during the summer (June and July).
 - All produce must be delivered fresh in clean and sanitary condition.
 - If an extra delivery is required, due to a FNS error, the Awardee may require a minimum order of \$100.00.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

25. **DELIVERY, EQUIPMENT AND DRIVERS:** Each delivery shall be made in a temperature-controlled refrigerated vehicle, to adequately protect the quality and food safety of the products. Types of delivery vehicles used are subject to approval by the FNS Department. Awardee is required to provide inside delivery for all units ordered from this bid. Drivers shall deliver products into pantry or cooler rooms as designated by the unit manager. Drivers are not required to stow products on shelves, or remove containers from master cartons.
26. **AWARDEE'S PERSONNEL:** All employees are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any SBBC facilities.
- Employees shall wear a recognizable uniform and have required identification badge.
 - Use of tobacco products shall only be allowed in designated area(s).
 - Personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
27. **RECORDS:** Awardee must retain, in an accessible manner, all records including delivery invoices, price and product cost records, utilization data and other pertinent information as may be relative to this contract, for a period of three years after the fiscal year to which they pertain. Awardee must receive FNS.
28. **AUDITS:**
- Quarterly audits of randomly selected invoices may be conducted on the awarded vendor site. An independent auditor, of the district's choosing, will select the invoices.
 - Audits may be conducted: 1) At the beginning of a contract period; 2) When price reviews indicate that a problem might exist; 3) At the discretion of the school district; 4) When market fluctuations dictate a change in market price; 5) When substitutions of cheaper brands or grades occur; 6) Audits that reveal that the vendor has overcharged SBBC will be treated as follows:
 - Overcharges: Whenever an invoice from a packer/shipper reveals that the price of a product delivered to the vendor's warehouse is less than the quoted cost, a credit will be due on all products delivered at the incorrect price. The credit shall be provided within 15 days of the close of the month in which the audit took place. The credit should be in the form of a check made payable to The School Board of Broward County, Florida, School FNS Department, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351. The awarded vendor must maintain explicit records of all documentation regarding prices within this contract and any and all price changes until audited by school officials. SBBC may withhold up to ten percent of the final payment for the contract period until audits are completed.
29. **INVOICING:** All Bidders are hereby notified that each time a delivery is made, two copies of a delivery ticket/invoice must be left along with the original, at each site and signed by a FNS employee. The delivery ticket/invoice must contain:
- | | | |
|--------------------|---------------------|------------------|
| • Store name | • Delivery location | • Quantity |
| • Address | • Item description | • Unit price |
| • Telephone number | • Brands | • Extended price |
| • Invoice number | • Product codes | • Total price |
| • Date | | |
- There must be three types of invoicing
 - Regular Breakfast and Lunch program invoices
 - Fresh Fruit and Vegetable program invoices
 - Supper program invoices

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

29. **INVOICING (Cont'd)**

- The FNS Manager or designated receiver is required to verify total quantities and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Shortages, damages, etc. shall be noted on each invoice/delivery ticket by the FNS Manager and initialed by both manager and delivery person. If re-delivery is required, a separate invoice/delivery ticket shall be generated for the re-delivered product
- All payments are based on signed and received computerized invoices/delivery tickets.
- If an invoice is not signed by a FNS employee, then payment to the vendor for that invoice will be denied. Any price discrepancies on an invoice shall require that the invoice be held until a credit memo is received from the vendor. The credit memo shall reference the original invoice number and be issued within seven days of request
- Under no circumstances shall the successful bidder sell unapproved items or items not on the bid to school sites. Invoices/delivery tickets for unapproved products sold without prior approval from the FNS District Office shall not be paid.

30. **PAYMENT TERMS:** FNS will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person. All payments will be made by ACH (Automated Clearing House). (See Section 7, Attachment 7)

31. **PAYMENT REMITTANCE:** The successful vendor is responsible for submitting all final monthly statements electronically to SBBC Accounts Payable Department for payment. Vendor must setup ACH invoice payment method.

32. **CREDITS:** The Awardee shall agree to accept, for full credit, the return of any item received which is found by the FNS manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

- Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the FNS manager and the delivery person will initial the changes. The FNS manager will adjust the invoice by subtracting the value of the rejected product from the total due prior to submitting it for payment. For price discrepancies or product found to be defective after the delivery (within three days), the Awardee will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket number and be issued within five business days of request.

33. **SAMPLES:** The apparent low bidder will be required to submit samples, at no charge, for any or all bid items as requested by FNS. Samples should be clearly marked with vendor's name, bid item number, brand name and product code number.

34. **DEFAULT:** Awardee shall inform FNS of any problems or delays in providing the awarded item(s) as required. FNS shall consider excessive product costs, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined in General Conditions 22 and 23.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

35. **MUTUAL COOPERATION:** The Awardee must work continuously on behalf of the School District to provide the most suitable products at the most acceptable prices. To this end the Awardee must solicit rebids, from shippers in a prompt manner, maintain inventories at a serviceable level, make deliveries in a precise and thorough manner, and provide utilization, price and audit reports promptly as required. The Awardee is expected to provide service in a cooperative manner and otherwise assist the school district in providing palatable and nutritious foods at acceptable price levels. The Awardee must appoint an account manager who will be immediately accessible to resolve problems as they may arise. The account manager must call the FNS Department to solicit feedback as may be mutually agreed upon.
36. **REPORTS:** Awardee must provide timely **PRICE REPORTS** in accordance with FNS Department requirements. The Awardee must maintain and provide perpetual **UTILIZATION REPORTS** by line items, purchasing units, selling prices, and school delivery sites, as well as for the School District lump sum. Utilization data must be maintained so that the Awardee can report the number of units delivered, at a specific selling price, in the event of erroneous pricing. Utilization reports must show data by purchasing unit (carton, pound, etc.), as well as by dollars, and submitted on both a monthly and year-to-year basis. Utilization reports shall be submitted within 15 calendar days after the end of a month or as otherwise requested. Payments for the month prior to the due dates of utilization reports may be withheld at the discretion of the School District until acceptable reports are received.
- Awardee must include the following in the school districts monthly lump sum utilization report: quantity of products, source origins such as Florida, another U.S. state or international. Year-end reporting should include total dollars spent per item and pounds per item for academic school year.
 - The information contained in the utilization reports described above must be able to be sorted by the following programs: The regular breakfast/lunch program, the fresh fruit & vegetable program and the supper program.
 - Awardee reports must be able to track Florida product
37. **PERFORMANCE EVALUATIONS:** The FNS Department has a performance review process for the following criteria: (1) Cost containment, (2) compliance issues, (3) delivery services, (4) delivery of cost-management data, and (5) responses to request for information. If the evaluation process shows that the Awardee's performances fall short of acceptability levels in any of the foregoing criteria, FNS shall review its options of terminating the in-place contract (see General Condition 23), and issuing a new bid.
38. **BIDDERS RESPONSIBILITY:** Each bidder shall carefully examine the instructions to bidders, specifications, special conditions where listed, and the list of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and distance between locations of Broward County Public Schools. This will be of vital importance to assure the required scheduled deliveries.
39. **FACILITIES INSPECTIONS:** FNS reserves the right, prior to award of any contract and throughout the bid period, to inspect the prospective Awardee's facilities and place of business to determine that the bidder has a regular, bona fide establishment, that is presently a going concern and is likely to continue as such. The low bidder's facilities may be evaluated, as they relate to a program serving in excess of 235,000 meals a day. Areas of evaluation by school district representatives may include, but not limited to: 1) warehouse facilities, total cubic feet and condition of warehouse; and 2) delivery fleet, capacity in terms of number and size of trucks to properly transport and protect produce products.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

40. **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 prior to the bid opening 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.
41. **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.
42. **IMPORTED PRODUCTS:** As a participating sponsor in USDA's National School Lunch and School Breakfast Programs, SBBC FNS must adhere to the "Buy American" provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States **substantially** using agriculture commodities that are produced in the United States. **Substantially** means that a minimum of 51% of the final processed food comes from American produced products. Therefore, for items normally not produced in the United States commercially, the vendor should make every effort to purchase domestic products. Items known by SBBC FNS to be available as "imported only" are indicated by stating "import accepted" in the description.
43. **QUALITY CONTROL/RECALL:** Quality control reports are an internal tool the Food and Nutrition manager utilizes to communicate to the Food and Nutrition District Office issues regarding service, quality of product, contamination, and so forth. Quality control reports addressing contamination or any other urgent issues must be responded to immediately by the vendor in writing. All other quality control reports will be forwarded to the vendor and the vendor must respond, in writing, within seven days of notification.
44. **FOOD SAFETY AND RECALLS:** Ensuring the safety of the food supply is critical to FNS. Manufacturers, distributors and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not.
- A. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. Awardee shall have a process in place to effectively respond to a food recall which should include the following objectives:
- 1) Provide accurate and timely communication to FNS office regarding food recall.
 - 2) Must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 4, SPECIAL CONDITIONS (Continued)

44. **FOOD SAFETY AND RECALLS (Cont'd)**

- 3) Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
- 4) Streamline the process for reimbursement for recalled product.
- 5) A one-page summary of each bidder's recall policy and procedures are to be submitted with the bid or upon request.

45. **LINES OF COMMUNICATION:** As far as practical, all communications between FNS and Awardee shall be in writing. Awardee shall designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by the FNS Department and an officer of the company.

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

The Buy American 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 FNS's intent to strictly adhere to this policy. Decision to the contrary shall be FNS's responsibility. The Bidder shall give FNS advance notice of any conflict with this policy.

47. **FARM-TO-SCHOOL PROGRAM:** In season Florida produce will be offered as often as possible. Collaborative projects that connect schools and farms to serve locally grown, healthy foods in K-12 school settings, improve student nutrition, educate students about food and health, and support local regional farmers. Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The Department of Food and Nutrition participates in the Farm-to-School Program to encourage consumption of locally grown produce to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce is defined as "seasonal produce grown in the State of Florida." The Awardee is to assure the GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers.

The following documents or proof of programs are needed for all suppliers:

- The implementation of food safety/Hazard Analysis & Critical Control Points (HACCP) programs and GAP program
- Third party audit inspections are completed per safe industry standards.
- Fertilization and pest control schedules and products are recorded and maintained by specific growing field
- Hold Harmless Agreement
- Certificate of Insurance

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET
REQUIRED SUBMITTAL CHECKLISTS

SUBMITTAL IS REQUIRED IN ORDER FOR BID TO BE CONSIDERED:

- Addendum Form.
- Fixed Fee Full Carton Price Form.
- Certificate of Insurance: See enclosed guidelines for detailed conditions/specifications.
- Contact Information and certification.
- Drug Free Workplace Certification.
- List of References.
- Most recent sanitation inspection report.
- One page summary of bidder's Recall Policy and Procedures.
- Bid specifications Form.
- Instructions for completing Bid Specification Sheets Form.

INSTRUCTIONS FOR COMPLETING BID SUMMARY SHEETS

COLUMN 1: (Item Number)	This column is for reference only.
COLUMN 2: (Description)	This column identifies the products required in terms of short descriptions including product size (count), quality level, variety if applicable, and how packaged. If a bidder wishes to offer a pack size different than the size shown, cross out the size shown, write in the pack offered, adjust the units required accordingly, and initial.
COLUMN 3: (Cost/Duration)	This column indicates the duration period for the firm costs for the initial bid.
COLUMN 4: (Product Unit Cost)	This column, bidders enter the product unit cost F.O.B. the bidder's warehouse.
COLUMN 5: (Annual Estimated Quantity)	This column represents the number of purchase units required for the 2015-2016 school year. The requirements are estimates based on previous usage, but in reality may vary up or down depending on comparative prices at time of purchase.
COLUMN 6: (Product Extended Cost)	This column is derived by multiplying the unit cost in Column 4 by the number of units required in Column 5.

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
1	APPLES: RED DELICIOUS, BRAEBURN, FUJI, AND/OR GALA 125-138 count, Washington/Oregon, U.S. Extra Fancy Grade or higher. 40 pounds minimum per full container. Variety: _____ Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	35,000 cases	_____
2.	APPLES, SLICED 100/2 ounce bags per case. Red Delicious, Gala, Braeburn, or Golden Delicious Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	41,000 cases	_____
3	BANANAS, SMALL 100/120 count, medium green color (#4) to green tip (#5) color or as ordered, first quality, 40 pounds minimum, full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	15,000 cases	_____
3	CARROTS, BABY, PEELED, U. S. No. 1 grade. 4/5 pound bags per case Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	2,500 cases	_____
4	CARROTS, BABY, PEELED 100/ 2 ounce bags per case. Each two ounce bag to equal one-half cup vegetable. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	9,000 cases	_____

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
5	CORN, SWEET COBBETTES 80 count, Approx. 4" in length. Each cobbette is to equal one-half cup vegetable. . Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	10,000 cases	_____
6	CUCUMBERS 24 count, U. S. No. 1 grade. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	6,000 cases	_____
7	LETTUCE, ROMAINE, CHOPPED COARSE FOR SALAD 6/2 pound bags. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	18,000 cases	_____
8	LETTUCE, ICEBERG, SHREDDED 4/5 pound bag 1/8" taco cut, U. S. No. 1 grade. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	3,000 cases	_____
9	MELON, CANTALOUPE, PRE-CUT 4/5 pound tubs. Pre-cut cubes to be approximately one inch Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	4,000 cases	_____

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
10	MELLON, HONEY DEW, PRE-CUT 4/5 pound tubs. Pre-cut cubes to be approximately one inch. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	4,000 cases	_____
11	ORANGES, FLORIDA 125 count, Florida, U.S. Fancy, 40 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	4,000 cases	_____
12	ORANGES, CALIFORNIA 113 count, California U.S. Fancy, 40 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	6,000 cases	_____
13	PEARS 120 count, Northwest Summer, Fall or Winter types, U.S. No. 1 Grade, 40 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	5,000 cases	_____
14	PEPPERS, MINI, MIXED 4/5 pound bags. Assorted colors. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	2,200 cases	_____

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
LIST OF FIXED COST ITEMS

(1) <u>ITEM NUMBER</u>	(2) <u>DESCRIPTION</u>	(3) <u>COST/ DURATION</u>	(4) <u>PRODUCT UNIT COST</u>	(5) <u>ANNUAL EST QUANTITY</u>	(6) <u>PRODUCT EXTENDED COST</u>
15	PINEAPPLES, SPEARS 50 count. Each pineapple spear is to equal one-half cup fruit. Easy to open, individually wrapped. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	18,000 cases	_____
16	TANGERINES 100-125 count, Florida U.S. Fancy, 38 pounds minimum per full container. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	6,000 cases	_____
17	TOMATOES, GRAPE 12/1 pints, U.S. No. 1 Grade, 13-15 pounds per carton minimum. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	8,000 cases	_____
18	TOMATOES, VINE RIPE Red, medium-firm, 6 x 6 count (large), U.S. No. 1 Grade, 25 pound case minimum. Brand: _____ How Packed: _____	Date of Award Through 12 Months	_____	2,200 cases	_____

Line A. **TOTAL ITEMS 1 - 18** \$
(This total product cost is to be carried to Line B, Page 23)

VENDOR NAME: _____
/

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)

LINE	DESCRIPTION	(1) <u>COST</u>	(2) <u>ANNUAL EST QUANTITY</u>	(3) <u>TOTAL COST</u>
B.	FIXED PRODUCT COST ITEMS: Bidder enters in Column 3 the total from (Total Items 1 - 18, Line A.).	N/A	N/A	\$ _____
C.	OPEN MARKET PRODUCT COST ITEMS: Total estimated annual cost of open-market items. See Special Condition 13.	N/A	N/A	\$ <u>1,200,000</u>
D.	FIXED FEE FOR SERVICES FOR FULL CARTONS: Bidder enters in Column 1 the bid fee to be charged for delivery of full cartons unbroken; multiply by the estimated quantities in Column 2 and enter the results in Column 3. For example if the bid fee per carton is \$2.50 enter this number in Column 1 and multiply by 210,000. See Special Condition 11.	\$ _____	210,000	\$ _____
E.	FIXED FEE FOR SERVICES FOR BROKEN CARTONS: Bidder enters in Column 1 the bid fee to be charged for cartons which are to be broken and delivered in less than full carton quantities. The total estimated number of full carton equivalents is shown in Column 2, multiply the bid fee in Column 1 by the quantities shown in Column 2 and enter the results in Column 3. For example if the per carton bid fee for broken cartons is \$2.75 enter this amount in Column 1 and multiply by 30,000. See Special Condition 11 for pro-rated fee charges.	\$ _____	30,000	\$ _____
F.	TOTAL BOTTOM LINE BID PRODUCT COST AND FIXED FEES FOR SERVICES: Bidder enters in Column 3 the total cost. Add lines B. through E. to get the total cost.			\$ _____

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 5, BID SUMMARY SHEET (Continued)
PARTIAL LIST OF OPEN-MARKET COST ITEMS
(Note: Pricing will be required after award of this bid.)

PRODUCT DESCRIPTION	PRODUCT DESCRIPTION
Alfalfa Sprouts	Onions – Green
Asparagus - Green	Onions - Yellow – Jumbo
Bean Sprouts	Onions – Red
Beets, 5#	Parsley
Broccoli, Florets	Peaches
Broccoli, 14 Bunches, 22#	Peppers – Red
Cabbage - Green	Peppers - Sweet Green
Cabbage - Red	Peppers – Yellow
Cabbage Slaw Mix, 4/5#	Pineapple, 14 count
Cantaloupe, 12-18 count	Plums
Carrot Sticks, 4/5#	Potatoes - All Purpose, 5# bags
Cauliflower, 12 count	Potatoes - Baking, 120 count
Celery Stalks, 30-36 Ct.	Potatoes - Baking, 60 count
Corn - Yellow	Potatoes - Red Bliss
Eggplant	Potatoes - White, Russett, Burbank, Idaho
Endive	Pumpkin – Mini
Garlic	Radishes, Cello
Grapes, Seedless - Red	Romaine for Salad
Grapes, Seedless - White	Rutabagas
Kale, Flowering	Spinach for Salads-4/2.5#
Kiwi Fruit	Squash – Yellow
Lemons, 200 Count	Squash – Zucchini
Lettuce, Iceberg, Trimmed Heads	Strawberries, 12 pints
Limes	Sweet Potatoes - Medium 25#
Melons-Honeydew, 8 Ct.	Tomatoes - Sun Dried
Mushrooms, Whole, 10#	Watermelon, 22-26#
Nectarines	Miscellaneous Items

NOTE TO BIDDER: Review General Condition 47 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO ☐ YES ☐ Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

**SECTION 6, ATTACHMENT 1
BIDDER'S QUALIFICATIONS
REQUIRED RESPONSE**

Bidder must answer each statement below and provide additional requirements as stated.

Number	Bidder's Qualifications	Yes, Currently meets Requirements	Cannot meet Requirements
1.	Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades. <u>Describe type of current distribution(s) of commercial foods for the food service and/or retail trades.</u>		
2.	Bidder must have or have access to refrigerated warehouse facilities capable of holding temperatures at 35°, 50° and 70° F. <u>Describe size of warehouse, holding temperatures and any other additional information about refrigerated warehouse facilities.</u>		
3.	Bidder must have or have access to a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures at 45° minimum while on delivery routes. <u>Describe size of fleet of trucks and compartments and any other additional information about refrigerated trucks.</u>		
4.	Bidder must have or have access to adequate computer services capable of receiving orders electronically, providing delivery tickets (invoices), product cost analysis reports, product usage reports and delivery accuracy reports. <u>Describe computer capabilities and provide sample reports.</u>		
5.	Bidder must have or have access to an experienced produce buyer and a contract administrator who can serve as an account manager, on a day-to-day basis. <u>Provide resumes for the produce buyer and contract administrator.</u>		
6.	Experience: Bidder shall have been in the produce business for a minimum of three years, servicing like-size accounts, and maintain a current business license from the State of Florida. <u>Bidders shall provide documentation of applicable license, certification, and/or commercial experience. SBBC, FNS Department reserves the right to request documentation at any time during the contract period.</u>		
7.	Bidder shall submit a copy of their internal Food Safety Plan, Hazardous Analysis Critical Control Point (HACCP).		
8.	Bidder shall submit a one-page summary of their recall procedures with bid proposal. See details of what to include in the FOOD SAFETY AND RECALLS , Special Condition 40.		

Bidders are required to provide **three (3) references**, from customers who have volumes similar to SBBC. These references should include services for public (government) agencies of similar size and scope. Please provide addresses, phone/fax numbers, names of contact persons and periods of service for each reference.

Bidders shall submit, Reference Release Form, with the bid response, **Section 6, Attachment 2**. You must duplicate this form to provide the required number of references with the name and address of three firms located within the State of Florida with whom you have current contracts of similar scope which have been in effect for a minimum of 12 consecutive months. SBBC, FNS Department may utilize other references information on a bidder's capability to determine performance history. Negative references may be cause for rejection of bid.

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

**SECTION 6, ATTACHMENT 2
REFERENCE RELEASE FORM**

I _____ being of _____
(Name/Title) (Name of Company)

Give SBBC Food and Nutrition Service Department authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE							
COMPANY NAME:							
COMPANY ADDRESS:							
ANNUAL DOLLAR SALES							
CONTACT PERSON:							
PHONE NUMBER:				FAX NUMBER:			
EMAIL ADDRESS:							
STOP Remaining to be completed by the SBBC							
TECHNICAL PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/millstones/deliverables on schedule							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk							
Ability to identify and solve problems expeditiously							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution							
Ability to effectively manage subcontractors							

ITB No. 15-101V

Procurement & Warehousing Services Department.
Phone: 754-321-0527
Email: charles.high@browardschools.com

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 6, ATTACHMENT 2
REFERENCE RELEASE FORM (Continued)

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again <input type="checkbox"/> YES <input type="checkbox"/> NO							

ITB No. 15-101V

Procurement & Warehousing Services Department.
Phone: 754-321-0527
Email: charles.high@browardschools.com

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 6, ATTACHMENT 3

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.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD - 1048 (6/98)

VENDOR NAME: _____

____/____

SECTION 6, ATTACHMENT 3
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction is authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD - 1048 (6/98)

VENDOR NAME: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 6, ATTACHMENT 4
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 an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Proposer's Employee
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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.

<hr/>	<hr/>
Signature	Company Name

03/28/13

VENDOR NAME: _____
/

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

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

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

(Signature)

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

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

FORM: #4530
3/93

VENDOR NAME: _____
____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 7, ATTACHMENT 3

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: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 7, ATTACHMENT 4 (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 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.

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: _____

____/____

The School Board of Broward County, Florida
FRESH PRODUCE FOR CAFETERIAS

SECTION 7, ATTACHMENT 5

<p>Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>										
<p>Print or type See Specific Instructions on page 2.</p>	<p>Name (as shown on your income tax return)</p>											
	<p>Business name/disregarded entity name, if different from above</p>											
	<p>Check appropriate box for federal tax classification:</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ </p> <p> <input type="checkbox"/> Other (see instructions) ▶ </p>											
	<p>Exemptions (see instructions):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p>											
	<p>Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>										
<p>City, state, and ZIP code</p>												
<p>List account number(s) here (optional)</p>												
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>												
		<p>Social security number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>										
		<p>Employer identification number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>										
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below), and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>												
<p>Sign Here</p>	<p>Signature of U.S. person ▶</p>	<p>Date ▶</p>										
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.</p> <p>Purpose of Form</p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), Certify that you are not subject to backup withholding, or Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and <p>4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.</p> <p>Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, An estate (other than a foreign estate), or A domestic trust (as defined in Regulations section 301.7701-7). <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.</p>												

Cat. No. 10231X

Form W-9 (Rev. 8-2013)

VENDOR NAME: _____
_____/_____

In the cases below, the following person must give 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:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

VENDOR NAME: _____

____/____

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

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

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

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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 made in settlement of payment card and third party network transactions, 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.

VENDOR NAME: _____
_____/____

What Name and Number To Give the Requester

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

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

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

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

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

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

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 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.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 paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VENDOR NAME: _____
_____/____



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)
(See General Condition 10)

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County 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.

This agreement will remain in effect until The School Board of Broward County 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.

Account Information

Name of Bank or
Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____

Checking

☐

Savings

☐

VENDOR AREA:

Remittance Confirmation:
(please select one) _____

Fax

☐

Email

☐

Federal Identification No.
Vendor _____

TAX ID#

☐

SS#

☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ Date: _____

Authorized Signature
(Joint) and Business title: _____ Date: _____

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: _____

VENDOR NAME: _____

____/____

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
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

____/____