



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders  
Invitation to Bid: FY20-141 – Armored Car Service**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Armored Car Service**. 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 [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@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:

### SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **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 excel. 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, update the excel spreadsheet. 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 [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@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.

Michelle Bryant Wilcox  
Purchasing Agent III

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	The School Board of Broward County, Florida <b>PROCUREMENT AND WAREHOUSING SERVICES</b> 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	<b>INVITATION TO BID</b> <b>(ITB)</b>	

<b>DUE DATE:</b> Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services: <b>11/8/2019</b> Check Addenda for any revised opening dates before submitting your bid. <b>Bid(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed bids are not allowed and will not be considered for award.	ITB NO.: <b>FY20-141</b>	RELEASE DATE: <b>10/24/2019</b>	PURCHASING AGENT: Michelle Bryant Wilcox 754-321-0503
	BID TITLE: <b>ARMORED CAR SERVICE</b>		

### 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:		<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.	
Address:		P.O. Address:	
City:		City:	
State:	Zip Code:	City:	Zip Code:
Telephone Number:		State:	
Toll Free Number:		Contact:	
Fax Number:		Telephone Number:	
E-Mail Address of Authorized Representative:		Toll Free Number:	
<b>E-mail Address to Send Purchase Orders:</b>		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.	<hr/> <b>Signature of Authorized Representative (Manual)</b>  <hr/> <b>Name of Authorized Representative (Typed or Printed)</b>  <hr/> <b>Title</b>

### 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	<input checked="" type="checkbox"/> Statement Protection of Deposit Special Condition 8	<input type="checkbox"/> S/M/WBE Participation Schedule (Exhibit A)	<input type="checkbox"/> Statement of Intent to Perform as an S/M/WBE Subcontractor (Exhibit B)
<input checked="" type="checkbox"/> Licensing Special Condition 7	<input type="checkbox"/> Manufacturers Authorization Special Condition __	<input type="checkbox"/> Conflict of Interest Form Section 7, Attachment 1	<input checked="" type="checkbox"/> Certificate of Debarment General Condition 45
<input type="checkbox"/> Bidding Preference Form Special Condition __	<input checked="" type="checkbox"/> Bid Summary Sheet	<input type="checkbox"/> Other _____ Special Condition __	

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

## SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **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 shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall 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 BIDDING 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 Section 2, Chapter 287.084, Florida Statutes, 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 Chapter 287.084, Florida Statutes. 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 shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall 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 shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

  - a) **TAXES:** SBBC 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 SBBC owned real property as defined in Chapter 192, 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 shall 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. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall 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 item. 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 SBBC 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 shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB 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 17<sup>th</sup> 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 SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall 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 shall 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. **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 Procurement & Warehousing Services 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 this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 SBBC. 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.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of contract.
16. **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.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
18. **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.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC 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 shall 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 SBBC 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.
20. **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 shall be returned to non-Awardees. After acceptance of bid, SBBC shall 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 shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **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.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC 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** shall be supplied.
30. **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 ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **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.
32. **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.
33. **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 shall 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.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall 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, Awardee 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.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee 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 Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee 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.

36. **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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57, 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 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. 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 shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) on Insert Date & Time Here, and shall 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](http://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 SBBC 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 SBBC 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 SBBC 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

37. (Continued): 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. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

**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 shall not be acceptable for the filing of bonds.**

38. **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 shall not accept delivery of any bid or related material requiring SBBC 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.)

39. **PACKING SLIPS:** It shall 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 shall result in refusal of shipment at Awardee's expense.

40. **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 s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall 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) AWARDEE 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 AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE'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 AWARDEE, SBBC or otherwise.

42. **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.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.



44. **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.
45. **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 shall 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.
- 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 shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment 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 shall result in rejection of bid submitted.**
46. **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.
47. **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.
48. **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://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 Bidders 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.
49. **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 shall be recorded on SBBC's website, [www.browardschools.com](http://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.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders 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 Bidder;
  - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
  - The Florida Certified Minority/Women Business Enterprise Bidder;
  - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
  - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
  - The Florida Bidder, 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 shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders 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 shall 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.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
  - The ITB; then
  - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit [www.browardschools.com/sdop](http://www.browardschools.com/sdop).
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **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 shall 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 shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall 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.**
- As of July 1, 2015, Fieldprint, Inc. 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). 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 shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**
55. **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 shall 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).
56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **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 SBBC. These orders shall 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 Awardees 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **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 Awardee'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:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
  - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC. 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.



62. **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 shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

*Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.*

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

## SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on ARMORED CAR SERVICES as specified herein. Services is to be provided to all school locations and other locations as necessary. Sites may be added or deleted during the term of this contract.

The purpose of this bid is to establish a firm fixed cost for the pick-up and delivery of funds from SBBC's centralized and non-centralized accounts to specified depositories. For the purpose of this bid, centralized account deposits are defined as the Food and Nutrition Service funds that are picked up from various sites and deposited in one central depository. Non-centralized account deposits are the funds collected from various school activities at various sites and deposited in various depositories. Unit price offered shall be all inclusive. No additional fees will be permitted.

One (1) original, clearly marked, hard-copy bid must be sent with the bid; one IDENTICAL to the original hard-copy, electronic version of the bid, in PDF Format on a flash drive, should be submitted in time for bid opening. If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning 1/1/2020 and continuing through 12/31/2022**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
3. **AWARD:** In order to meet the needs of SBBC this ITB shall be awarded in its **ENTIRETY** to a primary and an alternate vendor who were the lowest responsive and responsible Bidder(s) meeting all specifications, terms and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. The lowest Awardee for the bid shall be considered the primary vendor and second lowest bidder shall be considered the alternate awardee. SBBC reserves the right to procure goods from the second lowest Bidders if: a) the lowest Bidder cannot comply with delivery requirements b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract.

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 21 and 58.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Michelle Bryant Wilcox, **Procurement and Warehousing Services, 754-321-0503 or e-mail at [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@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 Michelle Bryant Wilcox, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, 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 shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 19 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.

7. **LICENSING:** Bidder must provide WITH THE BID the following licenses which verify that bidder is certified to provide armored car services as stated within the bid.
  - a) Manager's License (MB) – verifies that the armored car company's branch manager is certified to provide armored car services
  - b) Service Provider's License – (BB) – certifies that bidder is licensed by the State of Florida to operate as an armored car service provider
  - c) Funds Transmitter License – certifies the bidder is licensed by the Florida Department of Banking and Financing to transport money.
8. **PROTECTION OF DEPOSITS:** A detailed statement, including supporting material, describing the protection guaranteed on SBBC deposits consigned to the Awardee and the procedure for reimbursement should deposits be lost or missing is required with bid response or upon request. SBBC will review this statement to determine if, in the sole opinion of SBBC, the bidder offers adequate protection and acceptable procedures for reimbursement of its deposits. It is expected that any missing funds reported by a school will be investigated promptly and, if confirmed missing, will be reimbursed to SBBC in no more than 30 calendar days from this confirmation. Failure to furnish a detailed statement with the bid or upon request, or failure to furnish adequate protection or acceptable procedures for reimbursement, as described herein, shall result in disqualification of bid submittal.
9. **TRANSFER OF FUNDS SCHEDULE:** Bidders must be aware that if a pick up for Food and Nutrition Services Fund deposits is scheduled by a school/center/department, a subsequent pick up for non-centralized school account funds might not be required during that scheduled time. If so desired, the school/center/department has the option to schedule non-centralized school account deposit pickups on alternate days. Also, some schools/centers/departments during the school year might require pickups of only non-centralized account deposits during the term of contract. Pickups may be requested by SBBC for any day during the school calendar year, not exclusively banking days.
10. **DISPOSABLE BAGS:** Disposable deposit bags must comply with all banking requirements and standards. The bags must be supplied to all locations at no additional cost to SBBC during the term of the contract. Additionally, all cash, coin, check bags and coin packs must be extra-large, tamper evident, of sufficient quality and durability to avoid splitting, and made of a material that is transparent or translucent while meeting the bank's requirements. Sample bags must be provided for inspection with the bid or upon request. The exact samples of these bags are to be furnished to SBBC's Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Four (4) samples must be labeled with bidder's name and bid number. SBBC will reject any bid where samples are not furnished as required.
11. **FLEXIBILITY:** Pick-up schedules and depository locations for deposits will be established by each site. (See Attachment A and B) SBBC reserves the right to add, delete or change depositories and schedules during the term of the contract. Awardee must be flexible and accommodate the schedules established by each site. Failure of awardee to accommodate each site's schedule during the term of the contract may result in default of contract.
12. **PREMISE TIME/MISSED PICK-UP:** On occasion due to security measures at each individual school it may be necessary for awardee to extend its normal premise time. The awardee shall provide for those incidents a minimum of fifteen (15) minutes premise time for pickup. In the event awardee is unable to pick up after the extended premise time of fifteen (15) minutes the awardee shall **not charge** a pickup until after the third missed pickup within a sixty (60) day period.
13. **PRICING:** Unit pricing is per pickup. Unit pricing shall be an all-inclusive price for supplies (disposable deposit bags), travel, tolls, parking, extended premise time, etc. There shall be no price adjustment for increase in fuel charges at any time during the term of the contract.
14. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
15. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.

- 16. FLORIDA BIDDING PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
- 17. INVOICES:** Invoices are to be submitted on a monthly basis by the third of the following month and must state the purchase order number, if applicable. Invoices for the Food and Nutrition Services department (centralized accounts) must be submitted to Food and Nutrition Services Accounting and must list names of schools, services and service dates. Invoices for non-centralized accounts are to be submitted to the individual locations and must list date of pickup and manifest number(s). Each line of the invoice must reference a corresponding single line shown on the purchase order. A single invoice line must commingle the pricing shown on multiple purchase order lines. An invoice for non-centralized account deposits that does not follow the same format and line numbering as shown on the purchase will be considered incorrect and may be returned to the Awardee by the Accounts Payable Department for correction.
- 18. PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 19. PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.
- 20. PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.
- 21. PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 22. ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, the quoted cost for the container(s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the Awardee shall invoice the same amount as prices quoted herein for similar container.

## **SECTION 5, BID SUMMARY SHEET**

**BID SUMMARY SHEET:** Vendor **MUST** fill out the attached “Bid Summary Sheet” electronically with the corresponding price per unit of measure as stated. No handwritten summary sheets will be accepted.

**COMPANY REPRESENTATIVE:** Vendor **MUST** fill out the attached “Bid Summary Sheet” with the contact information.

## SECTION 6, BID SPECIFICATIONS

### Item 1 **Services required for Non-Centralized Demand Deposit Accounts**

- A. Pick-up service for all deposit if from FRONT OFFICE at individual schools, departments and centers.
- B. Pick-ups may be required at least one day a week and no more than five days a week depending on the individual location's needs. An agreed upon schedule must be complete within ten (10) days of the start of the contract term for each pick-up location and again within 10 days of the start of the school year.
- C. Employees of the Awardee may not issue any instructions to the school bookkeepers or budget keepers. Any communication required will be sent via SBBC staff.
- D. Schedules and deposit locations will be provide by **EACH** school requesting armored car services.
- E. Deposit **MUST** be mad the DAY of pic up or no later than the next business day.
- F. Disposable deposit bags are to be provided to the individual schools, departments and centers by the Awardee at no cost to SBBC. These deposit bags must be extra-large, tamper-evident security bags of sufficient quality and durability to avoid splitting and made of material that is transparent or translucent. All bags must meet the standards/criteria of the banks' depositor location. **NOTE: All bags are inclusive of the unit price on the bid summary sheet.**
- G. Pick up service may not be required for Bid Item 2 at the same location and time as a pick up for Bid Item 1.
- H. Multiple depositories exist for non-centralized accounts. (See Attachment A)

### Item 2 **Services required for Centralized Demand Deposit Accounts**

- A. Pick-up service for high school cafeterias are required to pick-up at the cafeteria before 2:00 pm.
- B. Pick-up service from the front office at individual schools will be required at most locations.
- C. Schools will require at least one pick up per week or as many as five pick-ups per week, depending on the individual school cafeteria needs. (See Attachment B)
- D. Employees of the awardee may not issue any instructions to Food and Nutrition Services mangers. Communication required will be sent via SBBC District staff.
- E. Schedules for pick-up will be issued be the FOOD AND NUTRITION SERVICES ACCOUNTING DEPARTMENT.
- F. All deposits for Food and Nutrition Services will be deposited with

**Bank of America  
17100 NW 59 Avenue  
Hialeah, FL 33015**

- G. Daily deposits are to be grouped together and delivered at the same time to Bank of America.
- H. Deposits must be made the day of pick up or no later than the next business day.
- I. In the event that SBBC awards its banking services contract to a different bank during the term of this contract, then SBBC will notify the awardee of the new bank's depository location.
- J. Disposable deposit bags are to be provided to the school cafeterias by the awardee at **no additional cost to SBBC.** These deposit bags must be extra-large, tamper-evident security bags of sufficient quality and durability to avoid splitting, made of material that is transparent or translucent. All bags must meet the standards/criteria for the bank's depository location



## SECTION 7, SUPPLIER DIVERSITY AND OUTREACH PROGRAM (SDOP)

### 1) **AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR COMMODITIES**

**Voluntary M/WBE Distributorship Development Program:** The SBBC has provided incentives to encourage manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

SBBC shall provide incentives of two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its distributorship with that M/WBE vendor is established and operated in a non-discriminatory fashion as compared to its other distributorships.

The M/WBE distributorship shall perform a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract or may accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.

### **AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR OTHER CONTRACTUAL SERVICES**

**Direct Contracting for Other Contractual Services:** The SBBC has established a \_\_\_\_% goal to award contracts for specialty and non-license services (e.g., trucking, hauling, surveying, demolition, environmental consulting, testing, and landscaping), to Small Business Enterprise firms as prime vendors and prime contractors. Only SBBC certified-SBEs firms shall be eligible to respond to this bid.

### 2) **GOOD FAITH EFFORTS:**

If a respondent is unable to comply with the API requirements imposed by the SBBC under the terms of the SDOP policy, such respondent shall submit, as required in the solicitation, a request for exception at the time as required in the solicitation. The exception request shall include specified documentation which demonstrates a good faith effort to comply with the requirements as described under the selected API.

If after award of a contract, the contractor is unable to meet the participation requirements for S/M/WBEs specified at response submittal, the contractor must seek substitute S/M/WBEs to fulfill the requirements. The requested substitution must be approved in writing by SDOP. If after reasonable good faith efforts, the contractor is unable to find a substitute S/M/WBE, a post-award waiver which documents the reasons for the contractor's inability to meet the goal requirement, may be requested. In the event the contractor is found not to have performed good faith efforts to find a suitable substitute for the initial S/M/WBE proposed utilization, the contract may, in the District's sole discretion, be terminated for material breach.

### 3) **S/M/WBE PARTICIPATION:** The SBBC Supplier Diversity Outreach Program administers a Supplier Diversity Outreach Program (SDOP). S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBE firms that are participating on this project must be listed on the *S/M/WBE Subcontractor Participation Schedule* located in **Attachment B** of this bid package **S/M/WBE participation is strongly encouraged.** If the Proposer is S/M/WBE - Certified by SBBC, the Proposer should also be listed on the S/M/WBE Participation Schedule Form.

S/M/WBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on S/M/WBE Certification or to view the current list of SBBC-Certified firms, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit <https://www.browardschools.com/Page/32544>. The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process.

Please go to the following link to view the current list of SBBC S/M/WBE-Certified firms:

<https://www.browardschools.com/Page/46981>

## **SECTION 8, FORMS AND ATTACHMENTS**

Please fill out all attachments below. Some attachments must be notarized.

## ATTACHMENT 1

### 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 employee 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 Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

03/28/13

**ATTACHMENT 2  
DRUG FREE WORKPLACE**

**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 shall 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 shall abide by the terms of the statement and shall 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. Shall 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.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
Personally known \_\_\_\_\_ or \_\_\_\_\_  
Produced Identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_  
\_\_\_\_\_  
(Type of Identification) My commission expires: \_\_\_\_\_

### ATTACHMENT 3

#### MINIMUM LIMITS OF INSURANCE REQUIREMENTS

**Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

**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.

**Workers' 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 shall 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.

**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 Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

**Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

**Cancellation of Insurance.** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

**ATTACHMENT 4**  
**See Special Condition 16**  
**LEGAL OPINION OF BIDDER PREFERENCE**  
**MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

**INSTRUCTIONS:** If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.**

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please 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)]:  
\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

\_\_\_\_\_ 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 subdivision.

\_\_\_\_\_ 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)]:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state Bidder's attorney: \_\_\_\_\_

Printed name of out-of-state Bidder's attorney: \_\_\_\_\_

Address out-of-state Bidder's attorney: \_\_\_\_\_

Telephone number out-of-state Bidder's attorney: \_\_\_\_\_

E-Mail address out-of-state Bidder's attorney: \_\_\_\_\_

Attorney's state(s) of bar admission: \_\_\_\_\_



## **ATTACHMENT 5**

### **W-9 Form**

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned



## ATTACHMENT 6

[Click here for a fillable version of the form](#)

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

#### VENDOR NAME

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		
<b>Bank/Financial Institution Name:</b>	<b>Branch / State:</b>	<b>Routing Number:</b>
<b>Account Number:</b> Checking Savings	<b>Remittance Confirmation:</b>	<b>Federal Identification #:</b> Tax ID SS #
FAX & EMAIL ADDRESS		
<b>Fax Number:</b>	<b>Email Address:</b>	<b>Phone Number:</b>

SIGNATURES		
<b>Authorized Signature (Primary):</b>	<b>Business Title:</b>	<b>Date Signed:</b>
<b>Authorized Signature (Joint):</b>	<b>Business Title:</b>	<b>Date Signed:</b>

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

This completed form must be submitted via email to [Purchasinghelpdesk@browardschools.com](mailto:Purchasinghelpdesk@browardschools.com).

FOR PROCUREMENT SERVICES USE ONLY		
<b>Vendor Account #:</b>	<b>Date Entered:</b>	<b>Initials:</b>

## SECTION 9, STATEMENT OF "NO BID"

If your company shall 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 shall help SBBC in the preparation of future Bids.

Bid Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO Bid":</b>
	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: \_\_\_\_\_



## EXHIBIT A1

### SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. **Statement of Intent to Perform as an S/M/WBE Subcontractor** [\(Click Here\)](#)

**Document Link:**

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent\\_082017\\_Final.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf)

**Document Preview:**


		<b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00470 Attachment _____
<b>STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR</b>				
SOLICITATION #:				<input type="text"/>
CONTRACT #:				<input type="text"/>
A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i> .				
<b>STATEMENT OF INTENT</b>				
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity				

2. **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule** [\(Click Here\)](#)

**Document Link:**

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule\\_082017\\_Final.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf)

**Document Preview:**


		<b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment _____
<b>SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE</b>				
DATE				<input type="text"/>
<b>SOLICITATION INFORMATION</b>				
Contract #:	<input type="text"/>	Project Start Date:	<input type="text"/>	
Project Name:	<input type="text"/>			
Project Location:	<input type="text"/>			
Bidder/Proposer:	<input type="text"/>			

3. **S/M/WBE Participation Good Faith Effort** [\(Click Here\)](#)

**Document Link:**

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm\\_101119\\_v5.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf)

**Document Preview:**

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		<b>S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM</b>	
		<b>DATE:</b> <input type="text"/>	
<b>CONTACT INFORMATION</b>			
<b>Solicitation Title:</b>			
<b>Solicitation #:</b>			
<b>Prime Contractor:</b>			

**EXHIBIT A1**



**SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS**


The following forms are due (if applicable) after Bid has been awarded:

1. S/M/WBE Monthly Subcontractor Utilization Report ([Click Here](#))

**Document Link:**

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017\\_Finalv2.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf)

**Document Preview:**

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____	
<b>S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT</b>			
<b>SECTION I - GENERAL INFORMATION</b>			
<b>Project Name:</b>		<b>Contract Number and Work Order Number (if applicable):</b>	
<b>Report #:</b>	<b>Reporting Period:</b>	<b>S/M/WBE Contract Goal:</b>	<b>Contract Completion Date:</b>
	_____ to _____		
<b>Prime Contractor Name:</b>		<b>Project Manager (PM) Name:</b>	
<b>Prime Contractor Street Address:</b>			
<b>Prime Contractor Phone #:</b>	<b>Prime Contractor Email Address:</b>	<b>PM Phone #:</b>	<b>PM Email Address:</b>
<b>SECTION II - UTILIZATION INFORMATION</b>			
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.			
	<b>FEDERAL</b>	<b>S/M/WBE</b>	<b>TOTAL</b>
			<b>AMOUNT PAID</b>

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

**EXHIBIT B**

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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

ITB Number

---

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

---

Signature(s)

Date



## EXHIBIT B

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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," and "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 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 proposal that it will include the 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 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 Non-procurement List (Telephone Number).
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 transactions 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 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.

# **ATTACHMENT A**

## **SCHOOL/BANK LIST**

To view addition information on School addresses and contact information go to the flowing link:

<https://www.browardschools.com/domain/13381>

SCHOOL		BANK
1.	Anderson, Boyd High	Wells Fargo
2.	Apollo Middle	Wells Fargo
3.	Atlantic Technical	Wells Fargo
4.	Atlantic West Elementary	Wells Fargo
5.	Attucks Middle	Bank of America
6.	Bair Middle	Wells Fargo
7.	Banyan Elementary	Wells Fargo
8.	Bayview Elementary	Wells Fargo
9.	Beachside Montessori Village	Regions
10.	Bennett Elementary	Wells Fargo
11.	Bethune, May M. Elementary	Wells Fargo
12.	Blanche Ely High	Bank of America
13.	Boulevard Heights Elementary	Wells Fargo
14.	Bright Horizon	Wells Fargo
15.	Broadview Elementary	Wells Fargo
16.	Broward Estates Elementary	Wells Fargo
17.	Broward Virtual Education	Wells Fargo
18.	Castle Hill Elementary	Wells Fargo
19.	Central Park Elementary	Wells Fargo
20.	Challenger Elementary	Wells Fargo
21.	Chapel Trail Elementary	Wells Fargo
22.	Coconut Creek Elementary	Wells Fargo
23.	Coconut Creek High	Wells Fargo
24.	Coconut Palm Elementary	Wells Fargo
25.	Colbert Museum Magnet	Wells Fargo
26.	College Academy @ Broward College	Wells Fargo
27.	Collins Elementary	Wells Fargo
28.	Cooper City Elementary	Wells Fargo
29.	Cooper City High	Wells Fargo
30.	Coral Cove Elementary	Wells Fargo
31.	Coral Glades High	Bank of America
32.	Coral Park Elementary	Wells Fargo
33.	Coral Springs Elementary	Wells Fargo
34.	Coral Springs High	Wells Fargo
35.	Coral Springs Middle	Wells Fargo
36.	Country Hills Elementary	Wells Fargo
37.	Country Isles Elementary	Wells Fargo
38.	Cresthaven Elementary	Wells Fargo
39.	Croissant Park Elementary	Wells Fargo
40.	Cross Creek School	Wells Fargo
41.	Crystal Lakes Community	Wells Fargo
42.	Crystal Lakes Middle	Wells Fargo

SCHOOL		BANK
43.	Cypress Bay High	Wells Fargo
44.	Cypress Elementary	Wells Fargo
45.	Cypress Run Education Center	Wells Fargo
46.	Dandy, William Middle	Wells Fargo
47.	Dania Elementary	Regions
48.	Dave Thomas Education Center	Wells Fargo
49.	Davie Elementary	Wells Fargo
50.	Deerfield Beach Elementary	Wells Fargo
51.	Deerfield Beach High	Wells Fargo
52.	Deerfield Beach Middle	Regions
53.	Deerfield Park Elementary	Wells Fargo
54.	Dillard Community	Wells Fargo
55.	Dillard 6 – 12	SunTrust
56.	Discovery Elementary	Wells Fargo
57.	Dolphin Bay Elementary	Wells Fargo
58.	Drew, Charles Elementary	Wells Fargo
59.	Driftwood Elementary	Bank of America
60.	Driftwood Middle	Wells Fargo
61.	Eagle Point Elementary	Wells Fargo
62.	Eagle Ridge Elementary	Wells Fargo
63.	Embassy Creek Elementary	Wells Fargo
64.	Endeavour Primary Learning Center	Wells Fargo
65.	Everglades Elementary	Wells Fargo
66.	Everglades High	Wells Fargo
67.	Fairway Elementary	Wells Fargo
68.	Falcon Cove Elementary	Wells Fargo
69.	Flamingo Elementary	Wells Fargo
70.	Flanagan, Charles High	Wells Fargo
71.	Floranada Elementary	Wells Fargo
72.	Forest Glen Middle	Wells Fargo
73.	Forest Hills Elementary	Wells Fargo
74.	Fort Lauderdale Adult	Wells Fargo
75.	Fort Lauderdale High School	SunTrust
76.	Foster, Stephen Elementary	Wells Fargo
77.	Fox Trail Elementary	Wells Fargo
78.	Gator Run Elementary	Wells Fargo
79.	Glades Middle	Wells Fargo
80.	Griffin Elementary	First United
81.	Gulfstream Middle	Wells Fargo
82.	Hallandale Adult	Wells Fargo
83.	Hallandale High	Wells Fargo

<b>SCHOOL</b>		<b>BANK</b>
84.	Harbordale Elementary	Wells Fargo
85.	Hawkes Bluff	First United
86.	Heron Heights Elementary	Wells Fargo
87.	Hollywood Central Elementary	Wells Fargo
88.	Hollywood Hills Elementary	Wells Fargo
89.	Hollywood Hills High	Wells Fargo
90.	Hollywood Park Elementary	Wells Fargo
91.	Horizon Elementary	Wells Fargo
92.	Hunt Elementary	Wells Fargo
93.	Indian Ridge Middle	Wells Fargo
94.	Indian Trace Elementary	Wells Fargo
95.	King, Martin L. Elementary	Wells Fargo
96.	Lake Forest Elementary	Wells Fargo
97.	Lakeside Elementary	Wells Fargo
98.	Lanier, James ALT	Wells Fargo
99.	Larkdale Elementary	Wells Fargo
100.	Lauderdale Lakes Middle	Wells Fargo
101.	Lauderhill Community	Wells Fargo
102.	Lauderhill Paul Turner Elementary	Wells Fargo
103.	Lauderhill 6 - 12	Wells Fargo
104.	Liberty Elementary	Wells Fargo
105.	Lloyd Estates Elementary	Bank of America
106.	Lyons Creek Middle	Mercantile
107.	Manatee Bay Elementary	Wells Fargo
108.	Margate Elementary	Wells Fargo
109.	Margate Middle	Wells Fargo
110.	Marshall, Thurgood Elementary	Wells Fargo
111.	McArthur High	Wells Fargo
112.	McFatter Technical	Regemt
113.	McNab Elementary	Wells Fargo
114.	McNicol Middle	Wells Fargo
115.	Maplewood Elementary	Citibank
116.	Markham Elementary	SunTrust
117.	Meadowbrook Elementary	Wells Fargo
118.	Millennium Middle	Wells Fargo
119.	Miramar Elementary	Wells Fargo
120.	Miramar Elementary	Wells Fargo
121.	Miramar High	Wells Fargo
122.	Mirror Lake Elementary	Regions
123.	Monarch High	Wells Fargo
124.	Morrow Elementary	Wells Fargo
125.	New Renaissance Middle	Wells Fargo

<b>SCHOOL</b>		<b>BANK</b>
126.	New River Middle	Wells Fargo
127.	Nob Hill Elementary	Wells Fargo
128.	Norcrest Elementary	Wells Fargo
129.	North Andrews Gardens Elementary	Wells Fargo
130.	North Fork Elementary	Wells Fargo
131.	North Lauderdale Elementary	Wells Fargo
132.	North Side Elementary	Wells Fargo
133.	Northeast Community	Wells Fargo
134.	Northeast High	Wells Fargo
135.	Nova Blanche Forman Elementary	Wells Fargo
136.	Nova Community	Wells Fargo
137.	Nova Eisenhower Elementary	Wells Fargo
138.	Nova High	Wells Fargo
139.	Nova Middle	Wells Fargo
140.	Oakland Park Elementary	Wells Fargo
141.	Oakridge Elementary	Wells Fargo
142.	Olsen Middle	Regions
143.	Orange Brooke Elementary	Wells Fargo
144.	Oriole Elementary	Wells Fargo
145.	Palm Cove Elementary	Wells Fargo
146.	Palmview Elementary	Wells Fargo
147.	Panther Run Elementary	Wells Fargo
148.	Park Lakes Elementary	Wells Fargo
149.	Park Ridge Elementary	Capital Bank
150.	Park Springs Elementary	Wells Fargo
151.	Park Trails Elementary	Wells Fargo
152.	Parkside Elementary	Wells Fargo
153.	Parkway Middle	Wells Fargo
154.	Pasadena Lakes Elementary	Wells Fargo
155.	Pembroke Lakes Elementary	Wells Fargo
156.	Pembroke Pines Elementary	Wells Fargo
157.	Perry Elementary	Wells Fargo
158.	Perry Middle	Wells Fargo
159.	Peters elementary	Wells Fargo
160.	Pine Ridge Center	Wells Fargo
161.	Pines lakes Elementary	Wells Fargo
162.	Pines Middle	Wells Fargo
163.	Pinewood Elementary	Wells Fargo
164..	Pioneer Middle	Regions
165.	Piper Community	Wells Fargo
166.	Piper High	Wells Fargo
167.	Plantation Elementary	Wells Fargo
168.	Plantation Elementary	Wells Fargo



<b>SCHOOL</b>		<b>BANK</b>
169.	Plantation Community	Wells Fargo
170.	Plantation High	Wells Fargo
169.	Plantation Middle	Wells Fargo
170.	Plantation Park Elementary	Wells Fargo
171.	Pompano Beach Elementary	Wells Fargo
172.	Pompano Beach High	Wells Fargo
173.	Pompano Beach Middle	Wells Fargo
174.	Quiet Waters Elementary	Wells Fargo
175.	Ramblewood Elementary	Wells Fargo
176.	Rickards Middle	Wells Fargo
177.	Riverglades Elementary	Wells Fargo
178.	Riverland elementary	Wells Fargo
179.	Riverside Elementary	Wells Fargo
180.	Rock Island Elementary	Wells Fargo
181.	Royal Palm Elementary	Wells Fargo
182.	Sanders Park Elementary	Wells Fargo
183.	Sandpiper Elementary	Wells Fargo
184.	Sawgrass Elementary	Wells Fargo
185.	Sawgrass Springs Middle	Wells Fargo
186.	Sea Castle Elementary	Wells Fargo
187.	Seagull School	Bank of America
188.	Seminole Middle	Wells Fargo
189.	Sheridan Hills Elementary	Wells Fargo
190.	Sheridan Park Elementary	Wells Fargo
191.	Sheridan Technical Center	Regent
192.	Silver Lakes Elementary	Wells Fargo
193.	Silver Lakes Middle	Wells Fargo
194.	Silver Palms Elementary	Wells Fargo
195.	Silver Ridge Elementary	Wells Fargo
196.	Silver Shores Elementary	Wells Fargo
197.	Silver Trail Middle	Wells Fargo
198.	South Broward High	Wells Fargo
199.	South Plantation High	Wells Fargo
200.	Stirling Elementary	Wells Fargo
201.	Stoneman-Douglas High	Wells Fargo
202.	Stranahan High	Wells Fargo
203.	Sunland Park Elementary	Wells Fargo
204.	Sunset Lakes Elementary	Wells Fargo
205.	Sunrise Middle	Bank of America
206.	Sunshine Elementary	Wells Fargo
207.	Tamarac Elementary	Bank of America
208.	Taravella High	Wells Fargo

<b>SCHOOL</b>		<b>BANK</b>
209.	Tedder Elementary	Wells Fargo
210.	TequestaTrace Community	Wells Fargo
211.	Teguesta Trace Middle	Wells Fargo
212.	The Quest Center	Bank of America
213.	Tradewinds Elementary	Wells Fargo
214.	Tropical Elementary	Wells Fargo
215.	Village Elementary	Wells Fargo
216.	Walker Elementary	Wells Fargo
217.	Watkins Elementary	Wells Fargo
218.	Welleby Elementary	Wells Fargo
219.	West Broward High	Wells Fargo
220.	West Hollywood Elementary	Wells Fargo
221.	Westchester Elementary	Wells Fargo
222.	Western High	Wells Fargo
223.	Westglades Middle	Wells Fargo
224.	Westpine Middle	Wells Fargo
225.	Westwood Heights Elementary	Wells Fargo
226.	Whiddon/Rogers Education Center	Wells Fargo
227.	Whispering Pines School	Wells Fargo
228.	Wilton Manors Elementary	SunTrust
229.	Wingate Oaks Center	Wells Fargo
230.	Winston Park Elementary	Wells Fargo
231.	Young, Virginia W. Elementary	Bank Atlantic
232.	Young, Walter C. Middle	Bank of America

## **ATTACHMENT B**

# **SCHOOL FOOD SERVICE LOCATIONS AND SCHEDULE FOR PICKUP**

**SCHOOL FOOD SERVICE ACCOUNTING  
SCHEDULE OF LOCATIONS  
ARMORED CAFETERIA PICK-UP SCHEDULE  
BANK OF AMERICA MIAMI VAULT**

	LOCATION NUMBER	LOCATION NAME	PICK-UP DAY
1	0011	DEERFIELD BEACH ELEMENTARY	DAILY
2	0021	POMPANO BEACH MIDDLE	DAILY
3	0031	OAKLAND PARK ELEMENTARY	DAILY
4	0041	NORTH SIDE ELEMENTARY	<b>M W F</b>
5	0101	DANIA ELEMENTARY	DAILY
6	0111	HOLLYWOOD HILLS ELEMENTARY	DAILY
7	0121	HOLLYWOOD CENTRAL ELEMENTARY	DAILY
8	0131	HALLANDALE ELEMENTARY	DAILY
9	0151	RIVERLAND ELEMENTARY	<b>M W F</b>
10	0161	WEST HOLLYWOOD ELEMENTARY	DAILY
11	0171	SOUTH BROWARD HIGH	DAILY
12	0185	POMPANO BEACH HIGH INST. (CLOSED ON FRIDAYS)	<b>M-TH</b>
13	0191	WILTON MANORS ELEMENTARY	DAILY
14	0201	BENNETT ELEMENTARY	DAILY
15	0211	STRANAHAN HIGH	DAILY
16	0221	CROISSANT PARK ELEMENTARY	DAILY
17	0231	COLBERT ELEMENTARY	DAILY
18	0241	MCARTHUR HIGH	DAILY
19	0251	SUNRISE MIDDLE	DAILY
20	0271	DILLARD ELEMENTARY	<b>M W F</b>
21	0321	WALKER ELEMENTARY	<b>M W F</b>
22	0331	COLLINS ELEMENTARY	<b>M W F</b>
23	0341	BETHUNE ELEMENTARY	DAILY
24	0343	ATTUCKS MIDDLE	DAILY
25	0361	ELY HIGH	DAILY
26	0371	DILLARD HIGH	DAILY
27	0391	DEERFIELD PARK ELEMENTARY	DAILY
28	0403	HALLANDALE HIGH	DAILY
29	0452	WHIDDON-ROGERS EDUCATION CENTER	DAILY
30	0461	OAKRIDGE ELEMENTARY	DAILY
31	0471	OLSEN MIDDLE	DAILY
32	0481	MCNICOL MIDDLE	DAILY

**SCHOOL FOOD SERVICE ACCOUNTING**

**SCHEDULE OF LOCATIONS**  
**ARMORED CAFETRIA PICK-UP SCHEDULE**  
**BANK OF AMERICA MIAMI VAULT (Continued)**

	<b>LOCATION NUMBER</b>	<b>LOCATION NAME</b>	<b>PICK-UP DAY</b>
33	0491	HARBORDALE ELEMENTARY	DAILY
34	0501	BROWARD ESTATES ELEMENTARY	DAILY
35	0511	WATKINS ELEMENTARY	DAILY
36	0521	NORTH ANDREWS GARDENS ELEMENTARY	DAILY
37	0531	MIRAMAR ELEMENTARY	DAILY
38	0551	PLANTATION MIDDLE	DAILY
39	0561	NORCREST ELEMENTARY	DAILY
40	0571	TEDDER ELEMENTARY	DAILY
41	0581	MARGATE MIDDLE	DAILY
42	0611	SUNLAND PARK ELEMENTARY	<b>M W F</b>
43	0621	LARKDALE ELEMENTARY	DAILY
44	0631	WESTWOOD HEIGHTS ELEMENTARY	<b>M W F</b>
45	0641	BAYVIEW ELEMENTARY	DAILY
46	0691	STIRLING ELEMENTARY	DAILY
47	0701	PARKWAY MIDDLE	DAILY
48	0711	ORANGE BROOK ELEMENTARY	DAILY
49	0731	TROPICAL ELEMENTARY	DAILY
50	0751	POMPANO BEACH ELEMENTARY	DAILY
51	0761	MEADOWBROOK ELEMENTARY	DAILY
52	0811	BROADVIEW ELEMENTARY	DAILY
53	0831	LAKE FOREST ELEMENTARY	DAILY
54	0841	MCNAB ELEMENTARY	DAILY
55	0851	FLORANADA ELEMENTARY	DAILY
56	0861	DRIFTWOOD MIDDLE	DAILY
57	0871	BRIGHT HORIZONS	<b>M W F</b>
58	0881	NEW RIVER MIDDLE	DAILY
59	0891	SANDERS PARK ELEMENTARY	<b>M W F</b>
60	0901	CRESTHAVEN ELEMENTARY	DAILY
61	0911	DEERFIELD BEACH MIDDLE	DAILY
62	0921	FOSTER, STEPHEN ELEMENTARY	DAILY
63	0931	PETERS ELEMENTARY	DAILY
64	0941	PLANTATION ELEMENTARY	DAILY

**SCHOOL FOOD SERVICE ACCOUNTING**

**SCHEDULE OF LOCATIONS**  
**ARMORED CAFETRIA PICK-UP SCHEDULE**  
**BANK OF AMERICA MIAMI VAULT (Continued)**

	<b>LOCATION NUMBER</b>	<b>LOCATION NAME</b>	<b>PICK-UP DAY</b>
65	0951	FORT LAUDERDALE HIGH	DAILY
66	0971	BOULEVARD HEIGHTS ELEMENTARY	DAILY
67	0991	WINGATE OAKS	<b>M W F</b>
68	1011	PERRY, A.C. MIDDLE	DAILY
69	1021	THE QUEST	<b>M W F</b>
70	1071	DANDY, WILLIAM MIDDLE	DAILY
71	1091	LLOYD ESTATES ELEMENTARY	DAILY
72	1131	PALMVIEW ELEMENTARY	DAILY
73	1151	CORAL SPRINGS HIGH	DAILY
74	1161	MARGATE ELEMENTARY	DAILY
75	1171	SUNSHINE ELEMENTARY	DAILY
76	1191	NORTH FORK ELEMENTARY	<b>M W F</b>
77	1211	COOPER CITY ELEMENTARY	DAILY
78	1221	PEMBROKE PINES ELEMENTARY	DAILY
79	1241	NORTHEAST HIGH	DAILY
80	1251	PLANTATION PARK ELEMENTARY	DAILY
81	1271	NOVA D.D.EISENHOWER ELEMENTARY	DAILY
82	1281	NOVA HIGH	DAILY
83	1282	NOVA B.F. ELEMENTARY	DAILY
84	1321	SHERIDAN PARK ELEMENTARY	DAILY
85	1381	LAUDERHILL, P.T. ELEMENTARY	<b>M W F</b>
86	1391	LAUDERHILL MIDDLE	DAILY
87	1421	COCONUT CREEK ELEMENTARY	DAILY
88	1451	PLANTATION HIGH	DAILY
89	1461	CASTLE HILL ELEMENTARY	DAILY
90	1611	KING, MARTIN LUTHER ELEMENTARY	<b>M W F</b>
91	1621	VILLAGE ELEMENTARY	DAILY
92	1631	PERRY, A.C. ELEMENTARY	DAILY
93	1641	FAIRWAY ELEMENTARY	DAILY
94	1661	HOLLYWOOD HILLS HIGH	DAILY
95	1671	MARKHAM, ROBERT C. ELEMENTARY	<b>M W F</b>
96	1681	COCONUT CREEK HIGH	DAILY
97	1701	LAUDERDALE LAKES MIDDLE	DAILY
98	1711	DEERFIELD BEACH HIGH	DAILY

**SCHOOL FOOD SERVICE ACCOUNTING**  
**SCHEDULE OF LOCATIONS**

**ARMORED CAFETRIA PICK-UP SCHEDULE  
BANK OF AMERICA MIAMI VAULT (Continued)**

	LOCATION NUMBER	LOCATION NAME	PICK-UP DAY
99	1741	ANDERSON, BOYD HIGH	DAILY
100	1751	MIRAMAR HIGH	DAILY
101	1761	HOLLYWOOD PARK ELEMENTARY	DAILY
102	1781	CYPRESS ELEMENTARY	DAILY
103	1791	APOLLO MIDDLE	DAILY
104	1811	SHERIDAN HILLS ELEMENTARY	DAILY
105	1831	ORIOLE ELEMENTARY	DAILY
106	1841	MIRROR LAKE ELEMENTARY	DAILY
107	1851	ROYAL PALM ELEMENTARY	M W F
108	1871	CRYSTAL LAKE MIDDLE	DAILY
109	1881	PINES MIDDLE	DAILY
110	1891	SEMINOLE MIDDLE	DAILY
111	1901	PIPER HIGH	DAILY
112	1931	COOPER CITY HIGH	DAILY
113	1951	PARK RIDGE ELEMENTARY	M W F
114	1971	JAMES L. HUNT ELEMENTARY	DAILY
115	2001	BANYAN ELEMENTARY	DAILY
116	2011	CORAL COVE ELEMENTARY	DAILY
117	2021	GLADES MIDDLE	DAILY
118	2023	CYRPRESS RUN EDUCATION	TU & TH
119	2041	BEACHSIDE MONTESSORI VILLAGE	DAILY
120	2052	WESTPINE MIDDLE	DAILY
121	2071	PASADENA LAKES ELEMENTARY	DAILY
122	2121	RICKARDS MIDDLE	DAILY
123	2231	NORTH LAUDERDALE ELEMENTARY	DAILY
124	2351	SOUTH PLANTATION HIGH	DAILY
125	2511	ATLANTIC WEST ELEMENTARY	DAILY
126	2531	HORIZON ELEMENTARY	DAILY
128	2541	FLAMINGO ELEMENTARY	DAILY
129	2551	CORAL SPRINGS ELEMENTARY	DAILY
130	2561	CORAL SPRINGS MIDDLE	DAILY
131	2571	PIONEER MIDDLE	DAILY
132	2611	BAIR MIDDLE	DAILY
133	2621	TAMARAC ELEMENTARY	DAILY

**SCHOOL FOOD SERVICE ACCOUNTING  
SCHEDULE OF LOCATIONS  
ARMORED CAFETRIA PICK-UP SCHEDULE**

**BANK OF AMERICA MIAMI VAULT (Continued)**

	<b>LOCATION NUMBER</b>	<b>LOCATION NAME</b>	<b>PICK-UP DAY</b>
134	2631	FOREST HILLS ELEMENTARY	DAILY
135	2641	CENTRAL PARK ELEMENTARY	DAILY
136	2661	PEMBROKE LAKES ELEMENTARY	DAILY
137	2671	NOB HILL ELEMENTARY	DAILY
138	2681	WESTCHESTER ELEMENTARY	DAILY
139	2691	MORROW ELEMENTARY	DAILY
140	2711	RAMBLEWOOD MIDDLE	DAILY
141	2721	RAMBLEWOOD ELEMENTARY	DAILY
142	2741	MAPLEWOOD ELEMENTARY	DAILY
143	2751	TARAVELLA HIGH	DAILY
144	2801	DAVIE ELEMENTARY	DAILY
145	2811	PINEWOOD ELEMENTARY	DAILY
146	2831	WESTERN HIGH	DAILY
147	2851	GRIFFIN ELEMENTARY	DAILY
148	2861	PINES LAKES ELEMENTARY	DAILY
149	2871	SEA CASTLE ELEMENTARY	DAILY
150	2881	WELLEBY ELEMENTARY	DAILY
151	2891	RIVERGLADES ELEM	DAILY
152	2942	EVERGLADES ELEMENTARY	DAILY
153	2961	CHAPEL TRAIL ELEM	DAILY
154	2971	SILVER LAKES MIDDLE	DAILY
155	2981	COUNTRY ISLES ELEMENTARY	DAILY
156	3001	YOUNG, WALTER C. MIDDLE	DAILY
157	3011	STONEMAN DOUGLAS HIGH	DAILY
158	3031	RIVERSIDE ELEMENTARY	DAILY
159	3041	CORAL PARK ELEMENTARY	DAILY
160	3051	FOREST GLEN MIDDLE	DAILY
161	3061	SANDPIPER ELEMENTARY	DAILY
162	3081	SILVER RIDGE ELEMENTARY	DAILY
163	3091	WINSTON PARK ELEMENTARY	DAILY
164	3101	LYONS CREEK MIDDLE	DAILY
165	3111	COUNTRY HILLS ELEMENTARY	DAILY

**SCHOOL FOOD SERVICE ACCOUNTING**



**SCHEDULE OF LOCATIONS**  
**ARMORED CAFETRIA PICK-UP SCHEDULE**  
**BANK OF AMERICA MIAMI VAULT (Continued)**

	<b>LOCATION NUMBER</b>	<b>LOCATION NAME</b>	<b>PICK-UP DAY</b>
166	3121	QUIET WATERS ELEMENTARY	DAILY
167	3131	HAWKES BLUFF ELEMENTARY	DAILY
168	3151	TEQUESTA TRACE MIDDLE	DAILY
169	3171	PARK SPRINGS ELEMENTARY	DAILY
170	3181	INDIAN TRACE ELEMENTARY (ADD TO 2981)	DAILY
171	3191	EMBASSY CREEK ELEMENTARY	DAILY
172	3221	DREW, CHARLES ELEMENTARY	<b>M W F</b>
173	3291	MARSHALL, THURGOOD ELEMENTARY	DAILY
174	3301	ENDEAVOUR PRIMARY LEARNING	DAILY
175	3311	PALM COVE ELEMENTARY	DAILY
176	3321	YOUNG, VIRGINIA ELEMENTARY	DAILY
177	3331	SILVER TRAIL MIDDLE	DAILY
178	3371	SILVER LAKES ELEMENTARY	DAILY
179	3391	FLANAGAN, CHARLES HIGH	DAILY
180	3651	DAVE THOMAS EDUCATION CENTER	DAILY
181	3431	SAWGRASS SPRINGS MIDDLE	DAILY
182	3441	EAGLE RIDGE ELEM	DAILY
183	3461	EAGLE POINT ELEMENTARY	DAILY
184	3471	INDIAN RIDGE MIDDLE	DAILY
185	3481	TRADEWINDS ELEMENTARY	DAILY
186	3491	SILVER PALMS ELEMENTARY	DAILY
187	3531	FOX TRAIL ELEMENTARY	DAILY
188	3541	MONARCH HIGH	DAILY
189	3571	PANTHER RUN ELEMENTARY	DAILY
190	3581	SILVER SHORES ELEMENTARY	DAILY
191	3591	LAKESIDE ELEMENTARY	DAILY
192	3622	FALCON COVE MIDDLE	DAILY
193	3623	CYPRESS BAY HIGH	DAILY
194	3631	PARK SIDE ELEMENTARY	DAILY
195	3642	GATOR RUN ELEMENTARY	DAILY
196	3661	SUNSET LAKES ELEMENTARY	DAILY
197	3701	ROCK ISLAND ELEMENTARY (ADD TO 4702)	DAILY
198	3731	EVERGLADES HIGH	DAILY

**SCHOOL FOOD SERVICE ACCOUNTING**

**SCHEDULE OF LOCATIONS**  
**ARMORED CAFETRIA PICK-UP SCHEDULE**  
**BANK OF AMERICA MIAMI VAULT (Continued)**

	<b>LOCATION NUMBER</b>	<b>LOCATION NAME</b>	<b>PICK-UP DAY</b>
199	3741	COCONUT PALM ELEMENTARY	DAILY
200	3751	DOLPHIN BAY ELEMENTARY	DAILY
201	3761	PARK LAKES ELEMENTARY	DAILY
202	3771	CHALLENGER ELEMENTARY	DAILY
203	3781	PARK TRAILS ELEMENTARY	DAILY
204	3821	LIBERTY ELEMENTARY	DAILY
205	3841	MANATEE BAY ELEMENTARY	DAILY
206	3861	CORAL GLADES HIGH	DAILY
207	3871	WESTGLADES MIDDLE	DAILY
208	3911	NEW RENAISSANCE MIDDLE	DAILY
209	3971	WEST BROWARD HIGH	DAILY
210	4772	MILLENNIUM MIDDLE	DAILY
211	3962	DISCOVERY ELEMENTARY	DAILY
212	0653	PINE RIDGE CENTER	<b>M W F</b>
213	0405	LANIER-JAMES EDUCATION CENTER	DAILY
214	3931	GULFSTREAM MIDDLE	DAILY
215	1752	WHISPERING PINES CENTER (ADD TO 1751)	DAILY