



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0505 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com/PWS

The School Board of
Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
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Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

January 13, 2020

ADDENDUM 3 BID No. FY 21-017 FRESH PRODUCE FOR CAFETERIAS

TO: ALL BIDDERS

This Addendum amends the above-referenced Bid in the following particulars only:

1. Attached are the responses to the questions received.
2. As a reminder, the due date for this ITB **remains at JANUARY 15, 2020, at 2:00 p.m. ET.**
3. Before submitting your bid response, please refer to **SECTION 2 – Submittal Requirements and to Special Condition 4.02 (Bid Submittal)** to ensure that all required forms and documents are included.
4. Please substitute the bid pages indicated below and attach the REVISED bid pages. (REVISED pages need to be submitted with the bid, in time for bid opening):

**DELETE: ADDENDUM 2 PRODUCT PRICING SHEET
and replace it with ADDENDUM 3 PRODUCT PRICING SHEET**

(The **ADDENDUM 3 PRODUCT PRICING SHEET IS A REVISION** that **MUST** be submitted with the bid, in time for bid opening to be considered for award). The PDF attached is for reference, bidders **MUST** use the Excel version that is available for download from DemandStar.

Sincerely,
Larissa M. Seda

Larissa M. Seda
Purchasing Agent



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

➤ **QUESTION #1:**

The Bananas line on the pricing sheet now states -> 100/120 count. Med Green color (4 lbs) to Green Tip (5 lbs), first quality. Is this in reference to color or a pack size change referencing pounds?

ANSWER TO QUESTION #1:

The spreadsheet has been updated to reflect color > 100/120 count. Med Green color (#4) to > Green Tip (#5), first quality

➤ **QUESTION #2:**

In reference to subsection (6) Spinach (3/10oz) – Updated Bid Pricing Sheet now indicates 12/10oz bags. I am confused as to why the pack size was changed on the spreadsheet. #5.0 MARKET BASKET PRICING SHEET Section A #1- Item states - "If another package size/type is proposed by the bidder, it must be clearly identified with the net produce weight identified." This indicates that bidders can propose alternative pack size. If the bidder could not provide a 3/10 Ounce package, couldn't they simply provide the pack size that they carry? Please advise if another package size/type can no longer be offered.

ANSWER TO QUESTION #2:

The bid document states that if another package size is proposed, it should be clearly identified. As with any of the entries, the net weight of the package must be provided in order for the evaluation to be done on a universal, cost-per-pound basis.

➤ **QUESTION #3:**

Please clarify the following on your response to question #7 on the addendum - ANSWER TO QUESTION #7: "First of all, this is an Invitation To Bid and therefore there is not a "scoring" being done on the use of Florida product." SECTION 5.0-PRODUCT PRICING SHEET (Continued) 7. PRODUCT PRICING SHEET EVALUATION: This section indicates that there is a "source point Factor," or "Geographical Factor" in the pricing sheet. It assigns a 1, 2 or 3 and it weights the pricing bid giving "Points" to a bidder who offers Florida product. The example shown in the bid shows the weighted factor being applied. The first time I opened the pricing sheet, it allowed me to select from the drop-down box the source point and automatically assigned the "Factor." After closing and re-opening the sheet, it no longer contains the drop downs and requires manual entry. That being said the geographic preference factor column still is present although it does not automatically populate.

ANSWER TO QUESTION #3:

We have not been able to reproduce the condition described above. When clicking on a cell in Column I, the drop down menu appears and one of 3 choices should be made. As stated, this is not a factor in the evaluation of selecting a bid winner. It is there to help us identify sources of produce and to indicate opportunities to introduce more Florida products into the district. We expect to be working with our produce partner to reduce costs and utilize optimal amounts of local produce in support of state agriculture.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

➤ **QUESTION #4:**

Pricing Sheet Addendum 2

MELONS, WATER RED HEART

Fresh, ready to use US #1 Grade, 2/5 lb Bags

AND

MELONS, HONEYDEW CHUNKS Fresh cut, 1" cubes US #1 Grade. 4/5 lb Bags

Now states "Bags." Although it would be much much cheaper, this item is packed in sealed trays and would not last 1 day packed in bags. Please indicate if this item is now allowed to be packed in bags instead of trays so that we may adjust our pricing.

ANSWER TO QUESTION #4:

The updated sheet has been edited to now show Packages instead of Bags. As with all other items, any packaging specifics should be included in Column J, which is a free text field.

Screen-shots Product Pricing Sheets

BROWARD PRODUCE BID SHEET - MARKET BASKET (Addendum 3)							
The volume amounts shown are for reference purposes and reflects the historical volume procured in an average year by the district.							
COMPANY							
REPRESENTATIVE							
	APPROXIMATE PURCHASE VOLUME - POUNDS						
ITEM	JUL/AUG/SEP Q1	OCT/NOV/DEC Q2	JAN/FEB/MAR Q3	APR/MAY/JUN Q4	TOTAL	SOURCE POINT	PA
APPLES, WHOLE, RED DELICIOUS 125 -138 Count US Extra Fancy Grade or higher	165,000	300,000	310,000	245,000	1,020,000		
APPLES, WHOLE, GRANNY SMITH	125,000	175,000	175,000	100,000	575,000		

BROWARD PRODUCE BID SHEET - NON MARKET BASKET (Addendum 3)							
The volume amounts shown are for reference purposes and reflects the historical volume procured in an average year by the district.							
COMPANY							
REPRESENTATIVE							
	APPROXIMATE PURCHASE VOLUME - POUNDS						
ITEM	JUL/AUG/SEP Q1	OCT/NOV/DEC Q2	JAN/FEB/MAR Q3	APR/MAY/JUN Q4	TOTAL	SOURCE PT	PACKA
BLUEBERRIES US #1 Grade 12/6 oz containers	0	0	0	14,000	14,000		



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Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

December 18, 2019

ADDENDUM 2 BID No. FY 21-017 FRESH PRODUCE FOR CAFETERIAS

TO: ALL BIDDERS

This Addendum amends the above-referenced Bid in the following particulars only:

1. Attached are the responses to the questions received.
2. As a reminder, the due date for this ITB is JANUARY 15, 2020 at 2:00 p.m. ET.
3. Before submitting your bid response, please refer to **SECTION 2 – Submittal Requirements and to Special Condition 4.02 (Bid Submittal)** to ensure that all required forms and documents are included.
4. Please substitute the bid pages indicated below and attach the REVISED bid pages. (REVISED pages need to be submitted with the bid, in time for bid opening):

DELETE: Page 13 of 48 Pages

INSERT: Page 13 of 48 Pages – REVISED –

DELETE: Page 22 of 48 Pages

INSERT: Page 22 of 48 Pages – REVISED –

DELETE: PRODUCT PRICING SHEET

and replace it with ADDENDUM 2 PRODUCT PRICING SHEET

(The **ADDENDUM 2 PRODUCT PRICING SHEET IS A REVISION** that **MUST** be submitted with the bid, in time for bid opening to be considered for award). The PDF attached is for reference, bidders **MUST** use the Excel version that is available for download from DemandStar.

Sincerely,
Larissa M. Seda
Larissa M. Seda
Purchasing Agent



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➤ **QUESTION #1:**

How many days of the week are we expected to deliver?

ANSWER TO QUESTION #1:

Please refer to revised bid page attached (Page 22 of 48).

➤ **QUESTION #2:**

Are there 237 locations?

ANSWER TO QUESTION #2:

Please refer to revised bid page attached (Page 22 of 48)

➤ **QUESTION #3:**

Requirements that are need to be submitted with the bid are the following:

A-w-9

B-Proof of Drug Free work place policy

C-Incorporation Documents

D-Bid Sheet

ANSWER TO QUESTION #3:

Please refer to Section 2 (Submittal Requirements) on Page 1 of the bid document, and also Special Condition 4.05 (Bid Submittal) on page 10.

➤ **QUESTION #4:**

Section 4: special conditions - 4.11 A Pricing information States-"Pricing will be in accordance with USDA Market News Orlando Shipping Point"

Please identify how product costs for items that are not on the specified shipping point report will be determined.

Also, since the shipping point report is for first handlers of product instead of second handlers of product, please identify how our freight from the first handlers shipping point to our warehouse will be calculated.

ANSWER TO QUESTION #4:

PLEASE REFER TO REVISED BID PAGE 13 – REFERENCE TO "LOCAL" WAS REMOVED.

The exact figure is not expected to match between market pricing and final pricing to the district. The index will be utilized as an indicator of price trending. Percentage comparisons may be made over time to determine if pricing to the district is aligned with market and seasonal trends. Items not included in that index report will be monitored using market trend reports agreed to by the district and the bid awardee.



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➤ **QUESTION #5:**

4.11 B "Confirmation of product cost states- "Product cost should be based on actual cost of product from the local farm."

First , Please indicate how cost will be confirmed if farm is not local.

Second, same as question above - If we are providing you with FOB "Farm" pricing then please indicate how freight from the farm to our warehouse is going to be handled.

ANSWER TO QUESTION #5:

PLEASE REFER TO REVISED BID PAGE 13 WHERE REFERENCE TO "LOCAL" WAS REMOVED

In evaluating product costs, all variations of inbound movements – FOB Shipping Point, FOB Destination, distributor vehicle, 3rd party – will be considered as to the impact on the base price of the product. This will be independent of the per case fixed fee.

➤ **QUESTION #6:**

Section 4 4.25 Performance Evaluations-Please define the metrics used to evaluate "acceptability levels" in the stated categories-

- 1) Cost conformance
- 2) Compliance Issues
- 3) Delivery Services
- 4) Delivery of cost management data
- 5) Response to request for information

ANSWER TO QUESTION #6:

Metrics will be developed after sufficient performance data is collected during the contract term. The vendor and SBBC will reach an agreement on required levels of performance in each of the areas mentioned. Falling below the agreed levels of performance would be cause for contract termination.

➤ **QUESTION #7:**

Special Conditions 5.01 Market Basket Pricing

1. Source Point: Processing produce involves a huge amount of labor and expense. If product is being processed IN FLORIDA, the effects of revenue and employment are kept within the state. Please identify how the following product will be addressed.

Product that is domestic grown but processed in Florida. Will this product be scored of domestic or Florida source point?

Product that may or may not be imported however is Processed in the US. Will this product be scored as Imported or Domestic Source point?

ANSWER TO QUESTION #7:

First of all, this is an Invitation To Bid and therefore there is not a "scoring" being done on the use of Florida product. The goal of this new process is to help us understand the source points and pricing associated with all fresh produce items and work with the awarded distribution partner to provide the best product at the best price.



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That being said, for both scenarios above, the product should be identified as Florida since the end product is being procured by the distributor from a Florida based company.

➤ **QUESTION #8:**

Section 6, 6.08 Allowable Cost

Please identify what the allowable costs on this solicitation would include.

ANSWER TO QUESTION #8:

Allowable costs are the product cost plus the cost of getting the product to the bidders' distribution center. Any product cost assessments conducted will consider all inbound scenarios.

➤ **QUESTION #9:**

Questions on Bid Sheet

- 1- Bananas – grade is not indicated. Could we use an off brand?
- 2- Lettuce Romaine Blend – need the specs of the blend. What are the components.
- 3- Melon, Water Red Heart – Is that a regular red watermelon. Is this precut?
- 4- Pear – Is Packham Green Pear okay?
- 5- Pineapple Push-up – Need more information on specification.
- 6- Spinach (3/10oz) – Master case is 12/10oz
- 7- Tomato Bulk – What size tomato?
- 8- Lemons – What size lemons?

ANSWER TO QUESTION #9:

- 1- Bananas –Per the USDA, there are no US grade standards for bananas. Brand is not as important as meeting the quality standards established in the April 2004 USDA Publication - Market Inspection Instructions for Bananas.
- 2- Lettuce Romaine Blend –Lettuce Romaine Blend has been removed and is replaced with Lettuce, Chopped Romaine.
- 3- Melon, Water Red Heart – Yes, it is a regular red watermelon. Yes, it is precut.
- 4- Pear – No. Packham Green Pear is not part of the items requested for bid.
- 5- Pineapple Push-up – Precut pineapple spears individually sealed in easy to open package. 50/ 2.7 oz per case.
- 6- Spinach (3/10oz) – Updated Bid Pricing Sheet now indicates 12/10oz bags.
- 7- Tomato Bulk – Tomato size can vary greatly from between growers, sources and seasons. 6X6 should be considered the base for purposes of the bid.
- 8- Lemons – Not a part of the Market Basket section of the bid. However, 115 size would be our target.

➤ **QUESTION #10:**

(4.01-B) DOD – Can we get more information on how it affects the bid?

ANSWER TO QUESTION #10:

There are numerous variables the DoD sourcing model that are all outside of the control of SBBC. These include cost of USDA commodities, existing DoD contract holders in the state of Florida, sub-contracted distributors and



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the length of the contracts currently in place. Therefore, we are unable to estimate the potential impacts to the bid amounts at this time.

➤ **QUESTION #11:**

(4.05 A-2-D) DELIVERY Is this for any customer?
USAGE REPORT – Is this for any bid customer?

ANSWER TO QUESTION #11:

All the responses to 4.05 A-2 are to be taken from one of the three contract awards you provided in 4.05 A-1.

➤ **QUESTION # 12:**

(6.05 C-A) DELIVERY WINDOW – Although the delivery window states 6:00am – 2:00pm are there any restriction times within that window. Are delivery days set by the school, district or the vendor?

ANSWER TO QUESTION # 12

Delivery window is from 6:30 a.m. until 2:00 p.m. A few schools do have further restrictions during parent drop off and pick-up times due to limited access to the campus. The Food and Nutrition Services works with the vendor to establish delivery days. For further information on delivery window, **PLEASE REFER TO REVISED BID PAGE 22 OF 48.** .

SECTION 4-SPECIAL CONDITIONS (Continued)

Beginning the week prior to the start of the academic school year, and every 10 business days thereafter, a total unit cost profile of the products quoted in this ITB will be provided to the District to allow the District sufficient time to evaluate the impact of any cost deviations from the quoted unit prices for the period. Each submission shall represent the prices to be charged for the next 10 business days, commencing the Monday after the data is submitted. Items being ordered that are not a part of this listing shall require unit pricing at a cost per pound level to be submitted to the District prior to order placement.

Cost variances greater than 3% above the quoted quarterly unit price for the same package size/type of specific crops in this ITB must be authorized by the District staff prior to order placement. The District will not be responsible for unauthorized orders/invoices which exceed this amount.

- B. CONFIRMATION OF PRODUCT COSTS:** Vendors must submit, if requested, confirmation of product costs from farms on the initial bid and any re-bids. Product costs should be based on actual cost of product from the farm. Documentation must include sources solicited and delivered prices quoted. Documentation of cost must be maintained for audit purposes and periodically may be required to be submitted for verification prior to delivery of goods. If a product cost exceeds that anticipated by the District, the District reserves the right to exclude the item from the delivery. The District will periodically compare prices of specific items at specific times with other School Districts.
- C. FIXED FEES:** Fixed delivery fee per case shall remain fixed for the full contract term. Approved fixed fees shall be added to product costs to determine the selling prices of products delivered to schools. The fees shall include all services related to purchasing, storing, and delivering items covered by the contract, as well as all other indirect and overhead costs, including profit and risk.
- D. FIXED DELIVERY FEE ADJUSTMENTS:** The District may, in its sole discretion, approve requests to make an adjustment in the fixed delivery fee if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following:
 - 1. The volatility is due to causes wholly beyond the awardee's control.
 - 2. The volatility affects the marketplace or industry, not just the particular awardee's source of supply.
 - 3. The effect on pricing or availability of supply is substantial.
 - 4. The volatility so affects the awardee that continued performance of the contract would result in a substantial loss.

Any adjustment request must be approved by the District and will require substantial and irrefutable evidence to support the need for the rate adjustment. The District may request from Awardee, and Awardee shall provide, such further information as may be reasonably necessary in making its determination. The District's written consent shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down. Subsequent adjustment requests shall be evaluated once on every 12-month period thereafter.

- E. SOLICITING COSTS DIRECTLY FROM SUPPLIERS:** The District reserves the right to solicit product costs directly from local farmers and instruct the contractor where to purchase products and what price to pay.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

6.05 Distribution Requirements:

A. Distributor's Inventory:

1. The Distributor shall order products at a level that optimizes inventories and costs, while avoiding excessive inventories, which might compromise product integrity.
2. Product substitutions due to out-of-stock situations should be held to an absolute minimum. Excessive occurrences of out-of-stock items may be cause for contract termination. It is expected that the Distributor will consistently fill at least 98% of the line items on the weekly orders and the products will be in acceptable condition. The calculations shall be agreed to by the District and the Awardee.
3. It is the full responsibility of the distributor that orders are filled under all circumstances.

B. Warehousing: Awardee is responsible for:

1. The efficient warehousing of all items prior to delivery to FNS locations.
2. Holding products at the appropriate temperatures and humidified as recommended by the packers or manufacturers, as to maintain the products and packages at optimum levels of quality and condition.
3. The safety, condition, and appearance of products and packaging materials while in their possession (receiving, storing and delivering).
4. Any product or package received out of condition, (as per HACCP guidelines) i.e. correct product temperatures.
5. For resolution of manufacturer/supplier product issues related to insufficient case content, inferior products, etc. and will facilitate credits or product replacements to FNS for the unacceptable products.
6. Opening facilities and records for inspection by FNS or SBBC at any time during normal working hours with twenty-four (24) hour notice.

C. Delivery terms and conditions:

A. Schedules:

1. Deliveries shall be made **twice per week to approximately 210 delivery sites**. The District reserves the right to add an additional delivery during the week if necessary at the same terms and conditions.
2. Deliveries **may be scheduled Monday through Friday on school days**. School delivery window is 6:30 a.m. to 2:00 p.m.- Distributor shall be provided the individual school manager start times to assist with route scheduling. Proposed delivery schedules are to be reviewed with the District FNS Office.
3. If delivery is delayed, the District FNS Office and school site must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Distributor may be expected to reimburse the District for any overtime pay incurred by District receiving personnel.
4. Whenever a Distributor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Distributor's control, it shall be the Distributor's responsibility to promptly notify the District.

B. Procedures:

1. All the Distributor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District or other officials at the discretion of the Districts.
2. Deliveries must be made in clean, well-maintained, enclosed trucks, to adequately protect the products. The Distributor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Distributor's name shall be prominently displayed on delivery vehicles the Distributor utilizes to conduct business on the Districts' school campuses.

Screen-shots Product Pricing Sheets

BROWARD PRODUCE BID SHEET - MARKET BASKET (Addendum 2)							
The volume amounts shown are for reference purposes and reflects the historical volume procured in an average year by the dis							
COMPANY							
REPRESENTATIVE							
APPROXIMATE PURCHASE VOLUME - POUNDS							
ITEM	JUL/AUG/SEP Q1	OCT/NOV/DEC Q2	JAN/FEB/MAR Q3	APR/MAY/JUN Q4	TOTAL	SOURCE POINT	
APPLES, WHOLE, RED DELICIOUS	165,000	300,000	310,000	245,000	1,020,000		
125 -138 Count							
US Extra Fancy Grade or higher							

BROWARD PRODUCE BID SHEET - NON MARKET BASKET (Addendum 2)							
The volume amounts shown are for reference purposes and reflects the historical volume procured in an average year by the dis							
COMPANY							
REPRESENTATIVE							
APPROXIMATE PURCHASE VOLUME - POUNDS							
ITEM	JUL/AUG/SEP Q1	OCT/NOV/DEC Q2	JAN/FEB/MAR Q3	APR/MAY/JUN Q4	TOTAL	SOURCE PT	PACK
BLUEBERRIES	0	0	0	14,000	14,000		
US #1 Grade							
12/6 oz containers							



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Robert W. Runcie
Superintendent of Schools

December 9, 2019

ADDENDUM 1 BID No. FY 21-017 FRESH PRODUCE FOR CAFETERIAS

TO: ALL BIDDERS

This Addendum amends the above-referenced Bid in the following particulars only:

1. As a reminder, a bidders conference is scheduled for **December 11, 2019 at 9:30 a.m.** Representatives from all interested companies are strongly encouraged to attend. The meeting will be held at:

Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323, Bid Room 1
Sunrise, FL 33351

This meeting is scheduled to allow prospective Bidders to bring forth questions they may have and also to demonstrate how to complete the bid pricing worksheet.

Bidders should bring a laptop with the downloaded bid pricing worksheet for the demonstration.

2. Please substitute the bid pages indicated below and attached (REVISED pages need to be submitted with the bid, in time for bid opening):

DELETE: Cover Letter

INSERT: Cover Letter – **REVISED** –

DELETE: Page 10 of 48 Pages

INSERT: Page 10 of 48 Pages – **REVISED** –

DELETE: Page 11 of 48 Pages

INSERT: Page 11 of 48 Pages – **REVISED** –

This Addendum memo is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. FY21-017, Bidder certifies acceptance of this Addendum.

Sincerely,

Larissa M. Seda

Larissa M. Seda
Purchasing Agent



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Laurie Rich Levinson
Ann Murray
Nora Rupert

November 20, 2019

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY21-017 – Fresh Produce for Cafeterias**

Robert W. Runcie
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Fresh Produce for Cafeterias**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, or via e-mail to Larissa.Seda@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) REQUIREMENTS:**
- **SMALL/MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (S/M/WBE) PROGRAM / PARTICIPATION** (Refer to Section 8 for the Affirmative Procurement Initiative(s) requirements for this solicitation)

SBBC has implemented a Small/Minority/Women-Owned Business Enterprise (S/M/WBE) Program 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-Owned 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>.**

- **BIDDERS' CONFERENCE**

A Bidders' Conference will be held on **Wednesday, December 11, 2019**, beginning at 9:30 a.m. Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Room #1, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are **strongly encouraged** to attend.

- **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 Product Pricing Sheet 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 Product Pricing 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 Larissa.Seda@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.

Larissa Seda
Purchasing Agent

ADDENDUM 1 - Revised

SECTION 4-SPECIAL CONDITIONS (Continued)

Special consideration may need to be made for increased delivery schedules for schools selected by USDA to participate in the FFVP. The cycle FFVP menu will be made available to all solicited vendors for planning and bid purposes of local, seasonal products and cost effective products. An increased variety of products will be necessary to introduce children to healthy options. Suggestions and recommendations from the awarded vendor on in-season "less common" domestic produce with competitive pricing will be necessary. Carambola (star fruit), blueberries, jicama, bok choy, cherries, avocado, eggplant, pineapple, and grapefruit are examples of product that we will purchase for this program in addition to the more traditional items. Produce that is individually packaged or ready to eat or single serving size will be utilized in the FFVP due to time constraints, to avoid loss of instructional classroom time, and labor restrictions, when financially feasible.

In season, Florida produce should be offered as often as possible:

- Florida citrus in the Fall/Winter months (oranges, grapefruit, tangerines, tangelos, pummelo)
- Florida strawberries in the Winter months
- Florida melon and peaches in the late Spring months

Florida vegetables in season to include but not limited to: tomatoes, squash, salad greens, celery, peppers, potatoes, carrots, green beans, corn, etc.

4.02 BID SUBMITTAL:

A. Bidders must submit the following with their bid, in time for Bid opening:

1. One (1) signed hard-copy of the ITB including the Product Pricing Sheet. All signatures must be in original.
2. One (1) identical electronic version of the bid, in PDF Format on a flash drive. (Please no CDs).
3. Product Pricing Sheet, in an Excel (.xls) format on the flash drive.
4. Attachments listed from Section 12 of the bid.
5. S/M/WBE Form 00470 (If applicable) – Section 7

B. Bidders must submit the following with their bid (preferably) or within 5 days upon request:

1. Company Information (Special Condition 4.05)
2. References (Special Condition 4.06)
3. Attachments listed from Section 12 of the bid.

If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern. All materials submitted with bids need to be clearly marked with the Bidder's Name, Bid number and Bid Title and sent in time for bid opening to:

**Larissa Seda, Procurement & Warehousing Services Department
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351.**

REF: ITB FY21-017 - Fresh Produce for Cafeterias

Bidders are encouraged to use the mailing label provided on Attachment 10, Mailing Label, at the end of this document. No faxed or emailed bids will be accepted.

4.03 ITB TIMELINE

a. Release of ITB	November 20, 2019
b. Pre-bid Conference	December 11, 2019
c. Written Questions due on or before noon in Procurement & Warehouse Service Department:	December 13, 2019
d. Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704	January 15, 2020
e. Posting of Recommendation	January 28, 2020

SECTION 4-SPECIAL CONDITIONS (Continued)

4.04 BIDDERS' CONFERENCE:

A **Non-Mandatory** Bidders' Conference will be held on **December 11, 2019** in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Bid Room 1, Sunrise, Florida 33351-6704 beginning at 9:30 am, ET. Representatives from all interested companies are **strongly encouraged** to attend.

The purpose of the Bidders' Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive Bid for submission to SBBC. Questions submitted will be answered to all Bidders via Addenda. All questions shall be submitted in accordance with Section 4.10 (Information). Any information given, by any party, at the Bidders' Conference is not binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

4.05 COMPANY INFORMATION: Bidders are to provide the information indicated below about their experience with food distribution services and about their company. Bidders must be prepared to submit their responses with the bid, in time for bid opening (preferably) or within 5 days upon request. Information should be submitted in the number order indicated below to facilitate evaluation. Failure to provide the information requested may result in the bid being considered non-responsive.

A. Information about recent and current contracts:

1. Provide copy of executed contract award information for three (3) Florida based companies with district or cooperative contracts for fiscal year July 1, 2018 to June 30, 2019
2. Provide a copy of the ITB/ITB submitted for one of the awards included in "1." where services are provided to at least 100 delivery sites. The scope of the contract selected must encompass the following:
 - a. Administration and distribution of fresh produce.
 - b. Have been in place for the past three (3) years.
 - c. One to two deliveries per week to at least 100 delivery sites.
 - d. Provide the following supporting documentation for the Florida contract selected:
 - A one-week delivery schedule showing at least two deliveries per week to 100 delivery sites.
 - Food items available on the contract.
 - A usage report showing the total number of cases of each item purchased off the contract for fiscal year July 1, 2018 to June 30, 2019.

B. Information about the distribution site that would be serving SBBC under this contract:

1. Provide the address of the distribution center that would serve SBBC under this contract, showing that it is located within a 75-mile radius of SBBC's TSSC building, 7720 West Oakland Park Boulevard, Sunrise, FL 33351.
2. The last three (3) pest control inspection reports.
3. The distribution center's product recall procedure.
4. Explain the Quality Assurance programs the company has in place.
5. A reference of a current customer utilizing a Fixed Column Comma or Tab-Separated Flat File that was used in the last sixty (60) days for processing food orders.

4.06 REFERENCES: Complete the Reference Document (**ATTACHMENT 9**) and include at least five (5) references. **Submit this form with the bid and in time for bid opening (preferably) or within 5 days upon request.** This should include at least one reference from a customer who has been with you for a year or less, three references (preferably two of the three from schools) from veteran customers with long term or repeat contracts, serviced within the past two (2) years, and at least one reference from a past customer who is currently not under contract with you. These references are to be for clients that have hired your firm for performance of **Food Distribution Services**. **NOTE: The information requested must include a current contact name, phone number, and email address for each reference. Failure to submit this information as indicated may deem the bidder non-responsive.**



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0505 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

November 20, 2019

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY21-017 – Fresh Produce for Cafeterias**

Robert W. Runcie
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Fresh Produce for Cafeterias**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, or via e-mail to Larissa.Seda@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) REQUIREMENTS:**
- **SMALL/MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE (S/M/WBE) PROGRAM / PARTICIPATION** (Refer to Section 8 for the Affirmative Procurement Initiative(s) requirements for this solicitation)

SBBC has implemented a Small/Minority/Women-Owned Business Enterprise (S/M/WBE) Program 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-Owned 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>.**

- **BIDDERS' CONFERENCE**

A Bidders' Conference will be held on **Wednesday, December 11, 2019**, beginning at 9:30 a.m. Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Room #1, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are **strongly encouraged** to attend.

- **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 Product Pricing Sheet 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 Product Pricing 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 Larissa.Seda@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.

Larissa Seda
Purchasing Agent

ADDENDUM 1 - Revised

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

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

JANUARY 15, 2020

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

ITB NO.:

FY21-017

RELEASE DATE:

NOVEMBER 20, 2019

PURCHASING AGENT:

Larissa Seda

754-321-0524

BID TITLE:

Fresh Produce for Cafeterias

SECTION 1 – Bidder Acknowledgement

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

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

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

<input checked="" type="checkbox"/> Completed and Signed Bidder Acknowledgement (Section 1)	<input checked="" type="checkbox"/> Complete Bid-Printed and .PDF Special Condition 4.02	<input checked="" type="checkbox"/> Company Information (Special Condition 4.05)	<input checked="" type="checkbox"/> Buy American Certification Section 12, Attachment 6
<input checked="" type="checkbox"/> Product Pricing Sheet (Download from DemandStar)	<input checked="" type="checkbox"/> References Special Condition 4.06	<input checked="" type="checkbox"/> Conflict of Interest Form Section 12, Attachment 1	<input checked="" type="checkbox"/> W-9 Form (Special Condition 4.27) Section 12, Attachment 3
<input checked="" type="checkbox"/> Certificate of Debarment General Condition 45	<input checked="" type="checkbox"/> Disclosure of Lobbying Activities (Section 12, Attachment 5)	<input checked="" type="checkbox"/> S/M/WBE Form 00470 (If applicable) Section 7- SDOP	

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 (Product Pricing) 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 BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by 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 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of 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. 3rd Avenue, 7th 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

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, 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 (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) AWARDDEE 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 AWARDDEE, its agents, servants or employees; the equipment of the AWARDDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDDEE or the negligence of AWARDDEE'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 AWARDDEE, 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, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and ITBs. 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.
- 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. SM/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.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary (Product Pricing) 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.** 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. 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. 3rd 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

4.01 INTRODUCTION:

- A. OVERVIEW:** The School Board of Broward County, Florida (hereinafter referred to as SBBC) desires bids on **Fresh Produce for Cafeterias** from qualified food distributors, hereinafter referred to as Bidder, defined as a company that is offering to procure, warehouse and deliver school food service products. There are approximately 207 individual school cafeteria delivery sites. Items will be purchased, delivered and warehoused for use in the following programs: National School Lunch, School Breakfast, Child & Adult Care Food and Summer Food Service. Distributors must commit to maintaining and enforcing the highest levels of service quality and standards for the entire term of this contract and any subsequent renewal periods. Food & Nutrition Services will request services as needed during the term of the contract and reserves the right to negotiate with the Bidder(s), as deemed necessary for the Board to receive the best value. Unit prices quoted shall include all shipping costs to the individual cafeteria storage units.
- B. SBBC ORGANIZATION:** SBBC is the sixth largest district in the U.S. and is the second largest in Florida. The district is the largest employer in Broward County, Florida with over 36,375 full and part-time employees. The total full-time enrollment of public school students is over 271,517 that span approximately 234 schools.

SBBC Vision: Educating today's students to succeed in tomorrow's world

SBBC Mission: Broward County Schools is committed to educating all students to reach their highest potential.

More than 35.8 million breakfast, lunch, snack and supper meals are served every year.

There are approximately 210 school cafeteria delivery sites within Broward County, Florida. SBBC reserves the right to add additional delivery locations during the term of the contract. The expenditures for SBBC on this bid are estimated at \$18,000,000.00 for the three (3) year term. The Food and Nutrition Services Department participates in the United States Department of Agriculture's Department of Defense (DOD) Fresh Fruit and Vegetable Program. Approximately \$6,000,000 of the \$18,000,000 will be spent with DOD.

- C. PROJECT OBJECTIVE:** The purpose and intent of this Invitation to Bid (ITB) is to secure the best competitive prices for fresh, high quality, seasonal and local Florida produce (to the maximum extent possible) and for the District to enter into a contract with a fresh produce distributor who can supply all the products outlined within the ITB. It is the intent of the District that the Distributor would be the primary supplier of fresh produce for school food and nutrition operations, however some fresh produce items will be purchased utilizing United States Department of Agriculture (USDA) Food entitlements through the Department of Defense (DoD) program. The Distributor must reciprocally agree to provide a comprehensive product line to meet the total requirements of the District and minimize the occurrences when the District may have to seek other interim product sources. The determination shall be based on the District's evaluation of submitted proposals. The goal is to craft a multi-year contract to address the District's need for fresh produce maximizing the use of Florida-grown products.

The District's intent is to enter into a long-term professional relationship with one Distributor. We are looking for a partner with experience, financial stability, whose technology will be kept up-to-date and who will sustain and provide effective customer service. The District's objective is to obtain a reliable supply of product in a manner that is financially viable for both the District and the awarded Distributor. The District and awarded Distributor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices thereby allowing both parties to control costs.

The awarded Distributor will be responsible for:

- Offering services described herein at a fixed fee per package or per pound for delivered product;
- Competitively bidding products on behalf of the District using the District's specifications and the distribution/delivery of those products;
- Delivering fresh produce weekly to approximately 210 school sites throughout Broward County (see Appendix A);
- Delivering emergency products as required.

SECTION 4-SPECIAL CONDITIONS (Continued)

The District's goal with this ITB is to introduce innovative supply chain processes to the procurement and distribution of fresh produce. Previous models have only dealt with annual volumes and/or spend amounts which did not provide sufficient guidance for a prospective distributor to efficiently plan their upstream procurement activities. This ITB takes more granular forecasting data into consideration, while also working to optimize sourcing of Florida in-season produce. Secondly, by including quarterly pricing opportunities, we expect the ITB responses to include distributor insights into known seasonal price variations. Lastly, standardizing this process at the pound level will help the District to avoid ambiguity in packaging and ensure an equitable assessment of ITB responses. Utilizing these new levels of data, the District is driving to become a true supply chain partner with the selected distributor and improve efficiencies for both parties in one of the most volatile and perishable food flows coming into our district.

Food-safety and availability will be paramount. The selected Distributor will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. The District's expectations are that the Distributor selected shall already have in place systems to maintain a high-quality program for the warehousing and distribution of fresh produce. The Distributor must assure that: first-in, first-out inventory management principles are used; an HACCP (Hazard Analysis and Critical Control Point) system is in place; a Cold Chain Management System is in place; product shelf life is monitored; products are free of damage; correct products and quantities are "picked" and delivered on the correct day and time; the correct price is charged; product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; supplier/FDA-initiated food recalls are promptly reported; and salvaged products are not delivered.

It is critical to the District that a partnership be established with a Distributor who has a record of conforming to contractual requirements and schedules; a record of reasonable and cooperative behavior; a commitment to customer satisfaction; and an overall business-like concern for the interests and success of the customer. The chosen Distributor must also be able to demonstrate an ability to sustain the District's food and nutrition service requirements in emergency situations.

- D. SCOPE OF SERVICES:** The awarded Distributor will charge the District a fixed fee per product package. This fee to the District will include all costs that are associated with the contract. The awarded Distributor will use District product specifications to solicit competitive bids from growers/suppliers for the purchase of fresh produce items as required by the District. Once these products have been approved by the District, the Distributor will order, receive and store the products and distribute these products as directed by the District. Purchase Orders, P-cards (VISA), and/or online automatic payment systems may be used to facilitate payment. The awarded Distributor of this contract must be able to accept Purchase Orders, P-card orders, and/or work with automatic payment systems.

The District will work with the awarded distributor in order to acquire the best product at the best cost. The distributor will lend their experience and expertise to purchase the product requested. Purchases shall be made in the most cost effective manner. The distributor must award their bid to the lowest best cost per equal increment of products that meets or exceeds the specifications, terms and conditions. Failure to offer the lowest best price on all products may result in termination of the contract.

While procuring and researching products, the Distributor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely and accurate cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the District. These reports must be accessible in a standard spreadsheet format that will allow the District to perform analyses on the products being procured. Fixed formats such as .pdf (Portable Document Format) files will not be acceptable.

- E. FRESH FRUIT AND VEGETABLE PROGRAM (FFVP):** District has submitted proposals for eight (8) schools to participate in the USDA Fresh Fruit and Vegetable Program (FFVP) for 2019 - 2020. The number of schools awarded by USDA to participate in the FFVP may vary from year to year. These eight schools will have a fresh fruit or vegetable snack for every child three (3) times per week for an estimated total of 400,000 servings for 2019-2020. The number of schools participating in the FFVP for 2020-2021 has not been determined at this time. Historically it is less than 15 schools.

SECTION 4-SPECIAL CONDITIONS (Continued)

Special consideration may need to be made for increased delivery schedules for schools selected by USDA to participate in the FFVP. The cycle FFVP menu will be made available to all solicited vendors for planning and bid purposes of local, seasonal products and cost effective products. An increased variety of products will be necessary to introduce children to healthy options. Suggestions and recommendations from the awarded vendor on in-season "less common" domestic produce with competitive pricing will be necessary. Carambola (star fruit), blueberries, jicama, bok choy, cherries, avocado, eggplant, pineapple, and grapefruit are examples of product that we will purchase for this program in addition to the more traditional items. Produce that is individually packaged or ready to eat or single serving size will be utilized in the FFVP due to time constraints, to avoid loss of instructional classroom time, and labor restrictions, when financially feasible.

In season, Florida produce should be offered as often as possible:

- Florida citrus in the Fall/Winter months (oranges, grapefruit, tangerines, tangelos, pummelo)
- Florida strawberries in the Winter months
- Florida melon and peaches in the late Spring months

Florida vegetables in season to include but not limited to: tomatoes, squash, salad greens, celery, peppers, potatoes, carrots, green beans, corn, etc.

4.02 BID SUBMITTAL:

A. Bidders must submit the following with their bid, in time for Bid opening:

1. One (1) signed hard-copy of the ITB including the Product Pricing Sheet. All signatures must be in original.
2. One (1) identical electronic version of the bid, in PDF Format on a flash drive. (Please no CDs).
3. Product Pricing Sheet, in an Excel (.xls) format on the flash drive.
4. Attachments listed from Section 12 of the bid.
5. S/M/WBE Form 00470 (If applicable) – Section 7

B. Bidders must submit the following with their bid (preferably) or within 5 days upon request:

1. Company Information (Special Condition 4.05)
2. References (Special Condition 4.06)
3. Attachments listed from Section 12 of the bid.

If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern. All materials submitted with bids need to be clearly marked with the Bidder's Name, Bid number and Bid Title and sent in time for bid opening to:

**Larissa Seda, Procurement & Warehousing Services Department
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351.**

REF: ITB FY21-017 - Fresh Produce for Cafeterias

Bidders are encouraged to use the mailing label provided on Attachment 10, Mailing Label, at the end of this document. No faxed or emailed bids will be accepted.

4.03 ITB TIMELINE

a. Release of ITB	November 20, 2019
b. Pre-bid Conference	December 11, 2019
c. Written Questions due on or before noon in Procurement & Warehouse Service Department:	December 13, 2019
d. Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704	January 15, 2020
e. Posting of Recommendation	January 28, 2020

SECTION 4-SPECIAL CONDITIONS (Continued)

4.04 BIDDERS' CONFERENCE:

A **Non-Mandatory** Bidders' Conference will be held on **December 11, 2019** in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Bid Room 1, Sunrise, Florida 33351-6704 beginning at 9:30 am, ET. Representatives from all interested companies are **strongly encouraged** to attend.

The purpose of the Bidders' Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive Bid for submission to SBBC. Questions submitted will be answered to all Bidders via Addenda. All questions shall be submitted in accordance with Section 4.10 (Information). Any information given, by any party, at the Bidders' Conference is not binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

4.05 COMPANY INFORMATION: Bidders are to provide the information indicated below about their experience with food distribution services and about their company. Bidders must be prepared to submit their responses with the bid, in time for bid opening (preferably) or within 5 days upon request. Information should be submitted in the number order indicated below to facilitate evaluation. Failure to provide the information requested may result in the bid being considered non-responsive.

A. Information about recent and current contracts:

1. Provide copy of executed contract award information for three (3) Florida based companies with district or cooperative contracts for fiscal year July 1, 2018 to June 30, 2019
2. Provide a copy of the ITB/ITB submitted for one of the awards included in "1." where services are provided to at least 100 delivery sites. The scope of the contract selected must encompass the following:
 - a. Administration and distribution of fresh produce.
 - b. Have been in place for the past three (3) years.
 - c. One to two deliveries per week to at least 100 delivery sites.
 - d. Provide the following supporting documentation for the Florida contract selected:
 - A one-week delivery schedule showing at least two deliveries per week to 100 delivery sites.
 - Food items available on the contract.
 - A usage report showing the total number of cases of each item purchased off the contract for fiscal year July 1, 2018 to June 30, 2019.

B. Information about the distribution site that would be serving SBBC under this contract:

1. Provide the address of the distribution center that would serve SBBC under this contract, showing that it is located within a 75-mile radius of SBBC's TSSC building, 7720 West Oakland Park Boulevard, Sunrise, FL 33351.
2. The last three (3) pest control inspection reports.
3. The distribution center's product recall procedure.
4. Explain the Quality Assurance programs the company has in place.
5. A reference of a current customer utilizing a Fixed Column Comma or Tab-Separated Flat File that was used in the last sixty (60) days for processing food orders.

4.06 REFERENCES: Complete the Reference Document (**ATTACHMENT 9**) and include at least five (5) references. **Submit this form with the bid and in time for bid opening (preferably) or within 5 days upon request.** This should include at least one reference from a customer who has been with you for a year or less, three references (preferably two of the three from schools) from veteran customers with long term or repeat contracts, serviced within the past two (2) years, and at least one reference from a past customer who is currently not under contract with you. These references are to be for clients that have hired your firm for performance of **Food Distribution Services**. **NOTE: The information requested must include a current contact name, phone number, and email address for each reference. Failure to submit this information as indicated may deem the bidder non-responsive.**

SECTION 4-SPECIAL CONDITIONS (Continued)

- 4.07 **TERM:** This bid is to establish a term contract beginning on or about **August 1, 2020** and continuing through on or about **July 31, 2023** or as directed by the School Board. Bids will not be considered for a shorter period of time. If only one bid is received, the term of the contract may be reduced to one year or adjusted as directed by the School Board.

Awardee(s) agrees, by signing the Invitation to Bid Form 3270D, **not to accept** rebates or bill backs nor remuneration from manufacturer which in effect lowers cost prices to the distributor but not to SBBC. For example, if the cost of a product is \$22.00 and the distributor petitions the packer for a \$1.00 rebate, this rebate shall be passed on to SBBC and the cost would then become \$21.00. The person signing the Invitation to Bid Form 3270D, shall be an employee of the bidder and shall have authority to obligate the company to comply with all terms and conditions set forth herein.

- 4.08 **AWARD:** Bid shall be awarded in its **ENTIRETY** to the lowest responsive and responsible Bidder meeting all specifications, terms and conditions. It is necessary to bid on every item listed on the product pricing sheet, and all items offered must meet product requirements in order to have the bid considered for award. Unit prices per package size/type must be stated in the spaces provided on the Product Pricing sheet.

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. During the evaluation process SBBC reserves the right to request from bidder(s) clarification and corrections on packing and labels.

- 4.09 **CONTRACT RENEWAL:** By mutual agreement between SBBC and the Awardee, this contract may 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 will be notified when the recommendation has been acted upon by SBBC.

- 4.10 **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Larissa Seda, Procurement and Warehousing Services, 754-321-0524 or e-mail at Larissa.Seda@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 Ms. Seda, 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 no later than noon on December 13, 2019.** 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.

- 4.11 **PRICING INFORMATION:**

The Product Pricing Sheet has 2 tabs:

Tab 1- Market Basket - was developed based on a market-basket sample analysis established to represent 90% of the total estimated value of the contract to be awarded.

Tab 2 – NON Market Basket - will collect information on costs for items that are not part of the Market Basket.

Please refer to Section **5.0 – PRODUCT PRICING SHEET** for specific instructions

- A. PRODUCT COST: Products to be supplied at open market variable costs.** Costs for items on the Product Pricing Sheet shall be based on the lowest and best cost available for the time period indicated, commensurate with acceptable product qualities. Pricing will be in accordance with USDA Market News Orlando Shipping Point Prices Fruit and Vegetable Report found at: <http://www.florida-agriculture.com/business/commerce/agprices/>.

Product costs are to be provided in the format indicated in the bid template. The process for this ITB is intended to be more interactive between both parties. The District is providing a significantly more detailed forecast using historical procurement data. It is expected that the distributor will, based on their knowledge of markets and seasonality, be able to provide a much more accurate cost picture for evaluation. This should also help to minimize weekly cost variations.

SECTION 4-SPECIAL CONDITIONS (Continued)

Beginning the week prior to the start of the academic school year, and every 10 business days thereafter, a total unit cost profile of the products quoted in this ITB will be provided to the District to allow the District sufficient time to evaluate the impact of any cost deviations from the quoted unit prices for the period. Each submission shall represent the prices to be charged for the next 10 business days, commencing the Monday after the data is submitted. Items being ordered that are not a part of this listing shall require unit pricing at a cost per pound level to be submitted to the District prior to order placement.

Cost variances greater than 3% above the quoted quarterly unit price for the same package size/type of specific crops in this ITB must be authorized by the District staff prior to order placement. The District will not be responsible for unauthorized orders/invoices which exceed this amount.

- B. CONFIRMATION OF PRODUCT COSTS:** Vendors must submit, if requested, confirmation of product costs from farms on the initial bid and any re-bids. Product costs should be based on actual cost of product from the farm. Documentation must include sources solicited and delivered prices quoted. Documentation of cost must be maintained for audit purposes and periodically may be required to be submitted for verification prior to delivery of goods. If a product cost exceeds that anticipated by the District, the District reserves the right to exclude the item from the delivery. The District will periodically compare prices of specific items at specific times with other School Districts.
- C. FIXED FEES:** Fixed delivery fee per case shall remain fixed for the full contract term. Approved fixed fees shall be added to product costs to determine the selling prices of products delivered to schools. The fees shall include all services related to purchasing, storing, and delivering items covered by the contract, as well as all other indirect and overhead costs, including profit and risk.
- D. FIXED DELIVERY FEE ADJUSTMENTS:** The District may, in its sole discretion, approve requests to make an adjustment in the fixed delivery fee if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following:
 - 1. The volatility is due to causes wholly beyond the awardee's control.
 - 2. The volatility affects the marketplace or industry, not just the particular awardee's source of supply.
 - 3. The effect on pricing or availability of supply is substantial.
 - 4. The volatility so affects the awardee that continued performance of the contract would result in a substantial loss.

Any adjustment request must be approved by the District and will require substantial and irrefutable evidence to support the need for the rate adjustment. The District may request from Awardee, and Awardee shall provide, such further information as may be reasonably necessary in making its determination. The District's written consent shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down. Subsequent adjustment requests shall be evaluated once on every 12-month period thereafter.

- E. SOLICITING COSTS DIRECTLY FROM SUPPLIERS:** The District reserves the right to solicit product costs directly from local farmers and instruct the contractor where to purchase products and what price to pay.

SECTION 4-SPECIAL CONDITIONS (Continued)

- F. OPPORTUNITY BUYS:** This bid will allow for opportunity buys from reputable farms with GAP (Good Agricultural Practice) letters. These opportunities may be due to local farmers' volume, weather conditions, etc. If product is purchased directly from the farmer or cooperative, the distributor may be asked to deliver the locally grown produce. NOTE: Please specify delivery price for such items in the appropriate area of the bid. A zero delivery price is NOT acceptable.
- G. ADDING NEW PRODUCTS AND PACK SIZE CHANGES:** The District may request that new products be added to the bid at any time. Changes in pack size will be allowed due to availability in the market with prior approval of the District. During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed [10] % of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed [10]%) of additional goods that will be allowed during the next contract renewal year.
- H. PROMOTIONS:** It will be the Vendor's responsibility to notify the District when promotions are offered. For example, if the cost of a product is \$22.00 and the Distributor petitions the shipper for a \$1.00 rebate, this rebate must be passed on to the District and the cost would then become \$21.00. The District reserves the right to audit actual invoices during any promotional period offered by the vendor.
- I. PIGGYBACKING:** Awarded vendor shall immediately notify SBBC if another entity wants to piggyback on this award. The District reserves the right to further negotiate prices if other agencies piggyback the contract, resulting in increased quantities.
- 4.12 **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased. Also reference 7CFR §3016.36 – Procurement/Geographical preference.
- 4.13 **APPLICABLE STANDARDS, ORDERS, AND REGULATIONS:**
Awardee shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
1. In contracts exceeding \$100,000.00, applicable standards, orders, and regulations, including but not limited to:
 - a. The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 *et seq.*)
 - b. *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200) and *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200)
 - c. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions* pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension (2 C.F.R. Appendix II to Part 200). The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733)
 2. Vendors also certify compliance with:
 - a. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871)
 - b. Jessica Lunsford Act (Section 1012.32, Florida Statutes)
 - c. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5)
 - d. Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60)

SECTION 4-SPECIAL CONDITIONS (Continued)

- e. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3)
- f. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5)
- g. Procurement of Recovered Materials. (2 C.F.R. 200.322 Solid Waste Disposal Act)

4.14 **PROHIBITION OF GRATUITIES:** By submission of a bid, a contractor certifies that no employee of SBBC has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

4.15 **BUY AMERICAN PROVISION: (SEE SECTION 12, ATTACHMENT 6)**

The Distributor shall comply with the "Buy American" provision for Contracts that involve the purchase of agricultural products. Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist:

- a. Exceptions to the Buy American provision are possible when the product is not produced or manufactured in the U.S. in sufficient, reasonable and available quantities of a satisfactory quality; and
- b. Competitive ITBs reveal the cost of a domestic product is significantly higher than a non-domestic product or; product(s) may qualify under the Richard B. Russell National School Lunch Act's Buy American provision for purchasing food and food products used in Child Nutrition Programs which states that products are acceptable provided over 51% of the final processed product(s) consist of agricultural commodities that are of US origin.

Awardee shall notify FNS whenever there is a change of sources i.e. when foreign sources are substituted for domestic sources due to shortage of supplies etc.

One completed Buy American Form for each food manufacturer / item must be included in your submission. To be considered for award, a completed form must be submitted with the bid in time for bid opening (preferably) or within 5 days upon request. Failure to submit the form as indicated will deem the bidder non responsive.

4.16 **RECORDS RETAINMENT:** Awardee(s) shall retain, in an accessible manner, all records, particularly delivery invoices, cost records, packer and freight invoices, utilization data, and other pertinent information as may be relative to this contract, for a period of five years after the fiscal year to which they pertain. This period may be extended at the discretion of SBBC to the extent necessitated by rule or law changes or mandates, etc. of federal, state or local governing bodies. The Awardee(s) shall receive SBBC's approval prior to record destruction.

4.17 **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. **(See Section 12, Attachment 8)** Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. **This form must be completed, signed and submitted with the bid and in time for bid opening in order for the submitted bid to be considered.** Every time a bid is submitted that includes reference to this Form, a new Form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **A signature is required on BOTH the Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. Failure to complete and sign both documents requiring signature will result in rejection of bid submitted.

SECTION 4-SPECIAL CONDITIONS (Continued)

- 4.18 **FOOD RECALLS:** Awardee shall be expected to voluntarily comply with all Federal, State and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor shall have processes in place to effectively respond to a food recall. A one-page summary of Awardee's recall policy & procedures are to be submitted within fifteen (15) days of notice of award. These must include:
- Provide accurate and timely communication to the District regarding a recall.
 - Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 - Streamline the process for reimbursement for recalled products.
- 4.19 **HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PLAN:** To comply with Section III of the Child Nutrition and WIC Reauthorization Act of 2004, **the Awardee(s) is required to submit a written HACCP plan to SBBC Food and Nutrition Services Department within fifteen (15) days of notice of award.**
- 4.20 **PRODUCTS:** The District requires that the Distributor have an effective quality control/quality assurance program in place with well-established procedures that are followed to ensure quality fresh produce.

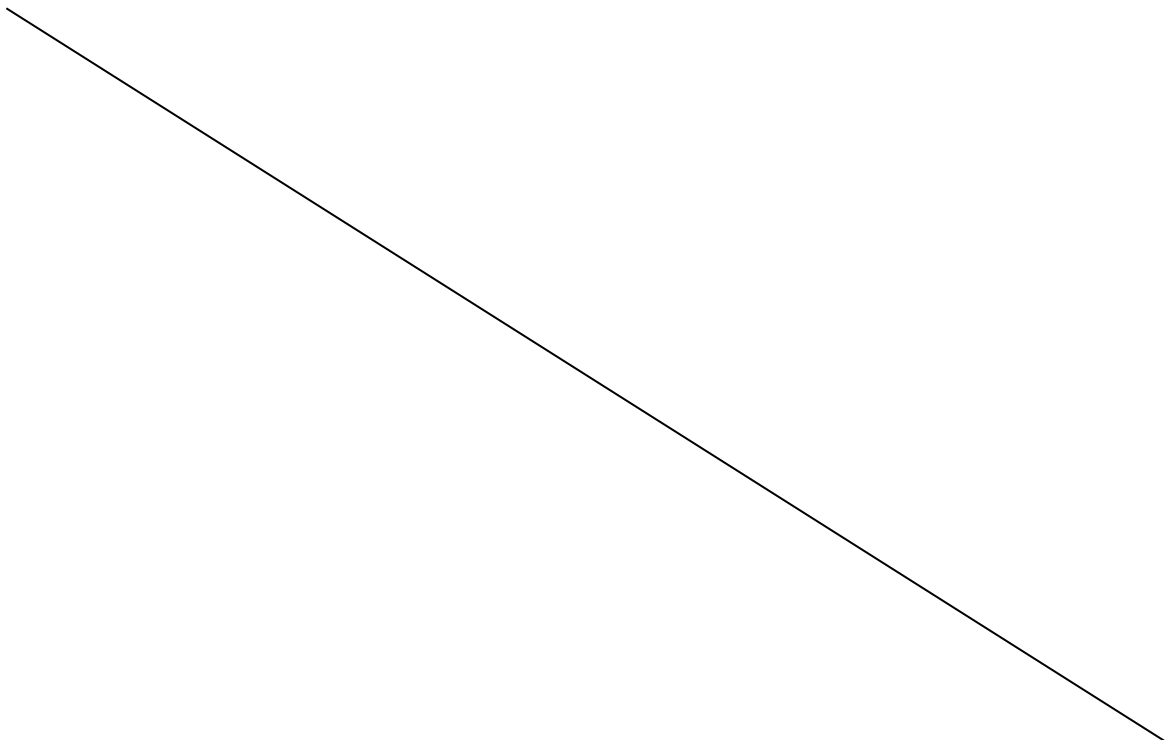
As a result of a comprehensive data analysis of food supply purchases, the product selections required for the ITB are defined in the Product Pricing Sheet.

The District reserves the right to determine product selections for the District's programs. As the District's product selection requirements change, it may be necessary for the District to require a change in product selections, packaging, and/or delivery locations by the Distributor.

The District shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the District reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.

- 4.21 **INSPECTION OF DISTRIBUTOR'S FACILITY:** The District reserves the right, prior to award of any contract and throughout the entire contract period, to inspect the prospective awardee's facilities and place of business to determine that the awarded vendor has a regular, bona-fide establishment. Areas of evaluation by District representatives may include, but is not limited to: warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.
- 4.22 **PACKAGING TRANSPORTATION AND DELIVERY:** Any tangible product delivered under this contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Broward County, as specified on each Purchase Order. Delivery shall be in accordance with Section 6.02 (c) of this ITB.
- 4.23 **DISCONTINUED ITEM:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the Awardee's or manufacturer's inventory, then the Awardee shall advise the Food and Nutrition Services Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate School Board staff.
- 4.24 **DELIVERY PERFORMANCE REPORTS:** Awardee shall provide six-month delivery performance reports to SBBC by reviewing delivery tickets for seven schools, as designated by SBBC, and submitting a summary report for each school relative to distributor errors, based on the acceptability and accuracy of line items. Reports shall be submitted within 21 days of school selections. Formats will be established between the District and the Awardee.

SECTION 4-SPECIAL CONDITIONS (Continued)

- 4.25 **PERFORMANCE EVALUATIONS:** Prior to each annual product cost update period, SBBC Food and Nutrition Services Department shall evaluate the Awardee(s)'s performance in terms of the following criteria: (1) Cost conformance to bid prices, (2) compliance issues, (3) delivery services, (4) delivery of cost-management data, and (5) responses to request for information. If the evaluation process shows that the awardee(s)'s performances fall short of acceptability levels in any of the foregoing criteria, SBBC Food and Nutrition Services Department shall review its options of terminating the in-place contract (see General Condition 60), and buying off of another School District's contract, or issuing a new bid.
- 4.26 **ON-SITE DELIVERY TO ALL SBBC LOCATIONS:** Awardees are required to adhere to SBC policies, procedures, and specific school site for safety protocol for on-site school delivery or visitation. Awardee should contact school site personnel for instructions for all vendors' on-site delivery and visitation procedures.
- 4.27 **DISCLOSURE OF LOBBYING ACTIVITIES:** This disclosure form (**Section 12, Attachment 5**) shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information. **To be considered for award, a completed form must be submitted with the bid in time for bid opening (preferably) or within 5 days upon request. Failure to submit the form as indicated will deem the bidder non responsive.**
- 4.28 **W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>, and submit with their bid. ***The W-9 form should also be accompanied by a printout of the bidder's corporation record as registered with the Division of Corporations, Florida Department of State which can be accessed at www.sunbiz.org.***
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SECTION 5.0- PRODUCT PRICING SHEET
See Special Condition 4.11

5.01 Market Basket Pricing Sheet

Bidders **must** provide information for all items and fill all spaces to be considered for award.

A. Section 1 (Columns A-F): Provided by the District. (Do not enter information in these fields)

ITEM	APPROXIMATE VOLUME - POUNDS				
	Q1	Q2	Q3	Q4	TOTAL
APPLES, WHOLE, RED DELICIOUS 125 -138 Count. Washington/Oregon US Extra Fancy Grade or higher	1,500	2,500	4,000	1,200	9,200
APPLES, WHOLE, GRANNY SMITH 125 -138 Count. Washington/Oregon US Extra Fancy Grade or higher	1,500	2,500	4,000	1,200	9,200
BANANAS 100/120 count. Med Green color (#4) to Green Tip (#5), first quality	20,000	30,000	30,000	25,000	105,000

- Item:** Each produce type is represented in the form in which it is most commonly procured. This may be a prepacked item, a ready-to-serve option or a raw product that will be used in a recipe. The variations, along with the forecasted volumes are based on research into the last 2 years of District produce purchases. If another package size/type is proposed by the bidder, it must be clearly identified with the net produce weight identified.
- Q1, Q2, Q3, and Q4:** The quarterly splits are intended to provide an enhanced view into the timing of the product need. The District is making every attempt to balance nutritional guidelines with seasonal opportunities in an effort to control costs. Rather than providing an annual estimate of spend or pounds of a commodity, it is expected that this information will help improve supplier procurement efficiency, as well as minimize outages and substitutions. For reference: Q1 (July, August, September), Q2 (October, November, December), Q3 (January, February, March), and Q4 (April, May June).

B. Section 2 (Columns I through T): Completed by the bidder. Bidder must provide information for ALL items.

FIXED FEE FOR ALL PACKAGE SIZES BEING BID											\$2.00
			JUL/AUG/SEP	OCT/NOV/DEC	JAN/FEB/MAR	APR/MAY/JUN	PACKAGE BID COST				
SOURCE POINT	PACKAGE SIZE	NET WGT/PKG	Q1 POUNDS	Q2 POUNDS	Q3 POUNDS	Q4 POUNDS	JUL/AUG/SEP Q1	OCT/NOV/DEC Q2	JAN/FEB/MAR Q3	APR/MAY/JUN Q4	FIXED FEE PER PKG
US	40 LB	40.00	1,500	2,500	4,000	1,200	\$36.75	\$25.50	\$23.75	\$25.50	\$2.00
											\$2.00
											\$2.00
											\$2.00
US	40 LB	40.00	1,500	2,500	4,000	1,200	\$31.77	\$36.10	\$31.45	\$33.20	\$2.00
											\$2.00
											\$2.00
											\$2.00
IMPORT	100 CT CASE	50.00	30,000	100,000	150,000	50,000	\$26.55	\$28.30	\$27.90	\$25.40	\$2.00
IMPORT	120 CT CASE	60.00	65,000	65,000	25,000	60,000	\$26.08	\$26.73	\$26.54	\$28.30	\$2.00
											\$2.00
											\$2.00

- SOURCE POINT:** Will be used to help the District evaluate the bid on the factor of the planned source point of the product. This column contains a drop down menu feature which limits the choices that can be made. Clicking on a cell will produce a drop down arrow and one of three options can be selected:
 - FLORIDA:** The planned source grower/distributor is located within the state of Florida. This is to be used only if it is known that the origin point of the product is within the state of Florida. For example, bananas may be obtained through a broker within Florida, but it is obviously an imported product and should be labeled as an import.
 - US:** The planned source grower/distributor is located within the United States.
 - IMPORT:** The planned source grower/distributor is located outside of the United States.
 It is recognized that some of the basic items such as apples and bananas are not grown in Florida. The purpose of this section is to help the District focus on Florida products and how they can best be used within the menuing process.
- PACKAGE SIZE:** Bidder will enter the package size/type offered. This may be represented in cases, pints, flats, bags, etc. and a separate entry should be made for each different package size/type that is being bid. **This is a free text field.** This field validates the weight of each package type offered in the bid.
- NET WGT/PKG:** Bidder will enter the number of pounds in the packaging offered. **This field must be a number** - no text or notations may be included in this column. This must be aligned (or match) with the package size/type identified in the previous column. The reason for the separation of the package sizes is that all bid evaluation computations will be based on pounds of product.
- Q1, Q2, Q3, and Q4 POUNDS:** Information entered for each quarter column **must be equal** to the District's quarterly volume projection. The total for each quarter will turn green when information has been entered correctly. This amount may be split among different package sizes/types based on the supplier's knowledge of the marketplace, product availability, procurement plans and/or existing contracts with upstream suppliers. The goal is to ensure that the supplier response is complete for all products and pounds that are being presented for bid. The quarters are based on the contract annual dates which start July 1.
- PACKAGE BID COSTS:** For each quarter's entry in the pounds columns, there must be a corresponding price associated with that volume. It is expected that there may be pricing variances between quarters based on seasonality and source point. This gives the bidder flexibility in providing more accurate pricing based on their knowledge of produce historical pricing and can avoid using high level averages to address seasonal variations. This also provides valuable feedback to the District on cost analyses. Acceptable price changes, metrics and KPIs will be based on these quarterly figures.
- FIXED FEE PER PACKAGE:** This is the flat fee that is normally charged for the delivery of a single package of the designated product. This is most often a case, but may also refer to a bag, flat, lug, etc. This fee will be applied on a per pound basis during the evaluation phase. The computations will provide a per pound delivered cost for each product.

SECTION 5.0-PRODUCT PRICING SHEET (Continued)

7. PRODUCT PRICING SHEET EVALUATION:

The Product Pricing Sheet will take the inputs from the proposer and **automatically calculates**:

1. Price per pound of each product for each quarter
2. Price per pound of the fixed fee for each product
3. Weighted delivered cost per pound for each item
4. Weighted delivered cost per ½ cup serving of each item
5. Total forecasted spend for the fiscal year
6. Percent split between Florida, US and imported products

Bid calculations

Assesses each qtr

Includes source point factor

Standardizes all costs to pounds

Provides weighted costs

ITEM	COST PER POUND				FIXED FEE PER POUND	WGT AVG DLVD COST PER POUND	GEO PREF FACTOR	POUNDS	PRODUCE WGTD COST PER POUND
	Q1	Q2	Q3	Q4					
APPLES, WHOLE, RED DELICIOUS 125 Count	\$0.92	\$0.64	\$0.59	\$0.64	\$0.05	\$0.714	2	9,200	\$0.664
APPLES, WHOLE, GRANNY SMITH 125 Count	\$0.79	\$0.90	\$0.79	\$0.83	\$0.05	\$0.875	2	9,200	\$0.825
AVOCADO Whole, ready to use	\$3.04	\$3.04	\$4.15	\$4.53	\$0.20	\$3.239	3	300	\$3.039
BANANAS Bulk packed	\$0.47	\$0.47	\$0.47	\$0.47	\$0.05	\$0.514	3	105,000	\$0.467
BEANS, GREEN Untrimmed, whole	\$2.45	\$2.45	\$1.90	\$1.90	\$0.20	\$2.690	2	1,200	\$2.450
					\$0.20	\$2.100	1	1,400	\$1.900

Each value that is computed from the bid entry will help the District make the best decision in selection of a produce provider. As stated in the bid and contract terms, quantities may be higher or lower and additional items may be offered or purchased during the contract period. However, this new methodology gives all parties the opportunity to optimize the bidding process by including the most accurate information available at the time.

5.02 NON-MARKET BASKET ITEMS SPREADSHEET (TAB #2)

This sheet, designed in the same format as the "Market Basket Pricing Sheet", is required to be completed and submitted with the bid and in time for bid opening (preferably), or within 5 days upon request to be considered for award. The NON-MARKET BASKET ITEMS SPREADSHEET is for informational purposes and will not be used in determination of award. Failure to submit this spreadsheet as required will deem the bidder non-responsive.

SECTION 6, FOOD SERVICE REQUIREMENTS

6.01 Awardee shall be responsible for:

1. Having the capability to store and deliver Monday through Friday, weekly, to approximately 210 delivery sites throughout Broward County.
2. Offering services described herein at the unit price for delivered product.
3. Administration and distribution of products listed herein.
4. Supplying products according to specification
5. One (1) person must be assigned to manage this contract. The person designated to manage this contract will be the main contact person the FNS department will communicate with on a daily basis.

6.02 ACCOUNT MANAGER (AM) AND DISTRIBUTOR SUPPORT PERSONNEL: The Distributor shall have one or more Account Managers (AM), specifically assigned to the District's account. The AM shall be readily available Monday – Friday from 7:00 AM to 4:00 PM by phone or in person, and shall be knowledgeable of the terms and procedures involved. The AM should exhibit a commitment to excellence and attention to detail. The District expects the AM and/or other assigned personnel to provide the following list of services and any other requirements as needed throughout the life of the contract:

1. Be the main point of contact in all areas dealing with the District's account.
2. Coordinate all direct order entry processes and daily checking of orders.
3. Coordinate or conduct daily communications with the District's Food and Nutrition Services Department to discuss any shortages and needed substitutions.
4. Coordinate credits, returns and/or replacements of any products that are deficient or shipped incorrectly.
5. Resolve any problems with the delivery schedule.
6. Coordinate the communication of the District's product requirements for use by the Distributor's buyers, including repeated shortages in supply and increased menu requirements.
7. Educate the District's Nutrition Services teams about special programs, promotions, and new product ideas that would be helpful to the Districts.
8. Coordinate the District's contract pricing and update shopping/product list. Respond in a timely manner to identified price variances.
9. Coordinate the distribution of all needed reports and communications between the District and the Contractor.
10. Handle all District's concerns or inquiries about any products and/or services.
11. In a planned, organized, and effective manner, respond to all requests for action and information in a complete and timely manner.
12. Oversee the entire Distribution Program, and devote as much time as necessary to maintain a smooth and efficient relationship.

6.03 Toll-Free Access: The Distributor shall make available to the District the use of the toll-free telephone number for reaching all the needed personnel at the Distributor's facility, including access to a voice mail system.

6.04 E-mail: E-mail is used extensively by Districts' personnel. The Account Manager and all Distributor support personnel shall use e-mail as the main form of communication with the District.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

6.05 Distribution Requirements:

A. Distributor's Inventory:

1. The Distributor shall order products at a level that optimizes inventories and costs, while avoiding excessive inventories, which might compromise product integrity.
2. Product substitutions due to out-of-stock situations should be held to an absolute minimum. Excessive occurrences of out-of-stock items may be cause for contract termination. It is expected that the Distributor will consistently fill at least 98% of the line items on the weekly orders and the products will be in acceptable condition. The calculations shall be agreed to by the District and the Awardee.
3. It is the full responsibility of the distributor that orders are filled under all circumstances.

B. Warehousing: Awardee is responsible for:

1. The efficient warehousing of all items prior to delivery to FNS locations.
2. Holding products at the appropriate temperatures and humidified as recommended by the packers or manufacturers, as to maintain the products and packages at optimum levels of quality and condition.
3. The safety, condition, and appearance of products and packaging materials while in their possession (receiving, storing and delivering).
4. Any product or package received out of condition, (as per HACCP guidelines) i.e. correct product temperatures.
5. For resolution of manufacturer/supplier product issues related to insufficient case content, inferior products, etc. and will facilitate credits or product replacements to FNS for the unacceptable products.
6. Opening facilities and records for inspection by FNS or SBBC at any time during normal working hours with twenty-four (24) hour notice.

C. Delivery terms and conditions:

A. Schedules:

1. Deliveries shall be made **twice per week to approximately 210 delivery sites**. The District reserves the right to add an additional delivery during the week if necessary at the same terms and conditions.
2. Deliveries **may be scheduled Monday through Friday on school days**. School delivery window is 6:30 a.m. to 2:00 p.m.- Distributor shall be provided the individual school manager start times to assist with route scheduling. Proposed delivery schedules are to be reviewed with the District FNS Office.
3. If delivery is delayed, the District FNS Office and school site must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Distributor may be expected to reimburse the District for any overtime pay incurred by District receiving personnel.
4. Whenever a Distributor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Distributor's control, it shall be the Distributor's responsibility to promptly notify the District.

B. Procedures:

1. All the Distributor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District or other officials at the discretion of the Districts.
2. Deliveries must be made in clean, well-maintained, enclosed trucks, to adequately protect the products. The Distributor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Distributor's name shall be prominently displayed on delivery vehicles the Distributor utilizes to conduct business on the Districts' school campuses.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

3. Drivers must deliver products into pantry or cooler rooms as designated by the Food and Nutrition Manager. Drivers are not required to stow products on shelves or remove containers from master cartons. If an item is omitted from an order by the Vendor, or is delivered in unacceptable condition, re-delivery must be made within 24 hours, or at a longer time span if approved by the District.
 4. All shipments are subject to inspection and approval upon arrival at the Districts' ordering school. The District reserves the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.
 5. At any time of delivery, a designated District employee will "check in the order" verifying the accuracy of the order and invoice, and the quantity and quality of products received. Any deviations or problems noted at the time of delivery will be communicated to the Distributor's delivery personnel, who must have the ability to document the requested credit for items that must be returned, are damaged, improper, or missing at the time of delivery. If a product is unacceptable, a credit adjustment is to be made on the invoice at the time of delivery, or within 24 hours of discovery of concealed damage and/or quality.
 6. Subcontracting Deliveries: Because of the high concentration of deliveries on one or two days per week the Vendor may subcontract deliveries to a portion of Broward County, upon approval by the District, at the fee quoted, for identical product prices, and under the same terms and conditions of the bid.
 7. The expectation is that the Distributor guarantees delivery on the days designated. If the Distributor fails to deliver an order, the District will be notified immediately in order to make corrective action, such as making a special delivery to the District, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Distributor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Distributor be unable to resolve any delivery issues internally.
- C. Personnel:
1. All Distributor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The District shall notify the Distributor of any chronic problems with delivery personnel. The District reserves the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the District is unprofessional.
 2. All Distributor employees shall bear and be able to present proper identification upon request. The Distributor's delivery personnel shall be well groomed, and at all time, wearing a Distributor uniform that denotes the Distributor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the District.
 3. The Distributor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.
- D. Additional Details:
1. Awardee will make all deliveries during the school day.
 2. Awardee will not be issued any school keys.
 3. The delivery schedule is based on twice a week delivery. Any requests to deviate from the scheduled delivery days must be made directly to the FNS main office.
 4. Schools have various start and end times with most deliveries beginning at 6:30 AM and being completed by 2:00 PM. Deliveries completed by 2:00PM means the truck is completely off loaded, product placed in correct storage areas and product is signed for by FNS. Each year the School Board approves school start times. Once school start times are approved by the Board a schedule will be provided to the Awardee. The delivery window of 6:30AM to 2:00PM may be extended at the discretion of FNS.
 5. FNS may expand or modify delivery schedules for individual schools to optimize flexibility based upon mutual agreement with the Awardee.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

6. Delivery schedules shall be submitted by Awardee to FNS for approval four (4) weeks prior to the first delivery and shall remain constant from week to week. Modifications must be by mutual consent of FNS and Awardee.
7. Changes to the established approved delivery schedules initiated by Awardee must be submitted to FNS for approval thirty (30) days prior to implementation unless an earlier date is mutually agreed upon by Awardee and FNS.
8. Awardee shall be notified by FNS in advance of school's scheduled days off so that special arrangements can be made for delivery. If a school's regular delivery day falls on a holiday or a school's scheduled day off, the Awardee will make arrangements to schedule deliveries either the day before or the day after the holiday or scheduled day off.
9. Vehicles must have adequate refrigeration to protect product in accordance with manufacturers or packers' recommendations for temperature maintenance, safety and quality.
10. Drivers must deliver products into refrigerators designated by the school's food service manager allowing sufficient time for the complete receiving process.
11. If item/items are omitted from an order by the Awardee, or delivered in unacceptable condition, i.e. not within the safe temperature range for refrigerated products, damaged containers, or unsatisfactory manufacturer/supplier expiration dates replacement delivery must be made prior to the next meal service, or longer time span if approved by FNS.
12. All line items must be delivered on the approved scheduled delivery day and time, at a minimum error free fill rate of 98 percent. Error free fill rate is defined as each site's order delivered in exact quantities ordered, for the specific items ordered, on the correct delivery date, at the correct prices. Calculations are to be agreed to by both parties prior to commencement of the contract.
13. Deliveries must not hinder traffic flow or safety of the students.

D. Ordering of product:

1. The Food and Nutrition Services Department shall purchase produce as listed on the Bid Response Sheet and reserves the right to add or delete items at its discretion. Price, seasonality, quality, and locally grown options will be part of the decision process.
2. Forecasted volumes are based on historical menuing and consumption patterns and are based on the most accurate information available at the time of publication.
3. This initial ITB provides a quarterly breakdown of the largest volume products expected to be procured. The District is committed to providing accurate, timely forecasts to help guarantee a continuous supply of products. Should the District become aware of any material changes to the consumption patterns of these items, a new quarterly forecast in a similar format will be issued.
4. In order to allow for optimal interaction between the ordering process, the Broward County food management system and the supplier, it is required that a unique SKU be assigned to each package type/size for each specific item. This is to ensure that we are minimizing waste by ordering the proper quantities of each item.
5. Individual schools will submit orders approximately seven (7) business days prior to delivery. Orders will be submitted on a mutually agreeable schedule. The Distributor must be able to integrate with the District's inventory software to electronically transport orders. The Distributor will provide price and availability listing of "Fresh from Florida" produce two (2) weeks before the delivery. All orders should be screened by the Distributor, discrepancies clarified by the District, and adjustments made within 48 hours of scheduled delivery. All items shall be delivered at a minimum average accuracy level of 98 percent of the line items. No stipulation will be accepted for minimum orders.
6. The District must be able to input orders until 48 hours prior to the day the orders are to be delivered. The District shall be able to add to an existing order until 24 hours prior to the day the order is to be delivered, or cut from an existing order until 48 hours prior to the day the order is to be delivered. Orders shall be confirmed by e-mail or fax within 2 hours of receipt.
7. A back-up manual call or fax-in system shall be established for when internet access or the ordering integration is unavailable.
8. Orders will be submitted electronically to Awardee by FNS based upon a mutually agreed upon schedule.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

9. Awardee must have the capability to accept orders electronically in a variety of formats i.e. inventory management software programs, Excel spreadsheets, Awardee's online ordering system, etc. Awardee must be able to receive orders in a Fixed Column Non-Delimited Flat File.
10. Awardee shall discuss pending orders with FNS as needed to ensure compliance with scheduled delivery, and discuss potential product substitutions and shortages, to arrive at a mutually agreed upon method of facilitation of district approval of substitutions, to finalize orders for delivery and screen delivered orders for shortages, errors, and needed pricing adjustments.
11. Awardee shall compare invoice prices to contract pricing, make necessary corrections to deliveries and track product usage figures district-wide and by school. Pricing discrepancies discovered after deliveries are made must be corrected prior to payment by FNS.
12. The District will review the prices submitted per the bi-weekly schedule detailed in this agreement and may alter products and/or quantities in response to the submitted pricing.
13. Awardee shall insure that only FNS approved products that are approved for purchase by FNS will be made available to the school sites.
14. Invoices for non-awarded products delivered without prior approval from FNS will not be paid.

E. Product Substitutions:

1. The Distributor shall accommodate all orders. To assure provision of service excellence to our customers, the Distributor shall provide all products as selected by the District at a fill rate of no less than 98%. This will be measured on a line item basis for all deliveries made within the evaluation period. Should any portion of a line item be shipped incomplete in quantity, or should the line item require substitution by another item due to inventory issues with the supplier, it will be considered as an out-of-stock instance. These situations must be kept to an absolute minimum.
2. If there is reason to believe that a shortage situation was a result of District ordering irregularities, the instance will be reviewed by both parties to determine how the out-of-stock condition shall be measured. Approved substitutions will be calculated as shortages. The District shall work closely with the Distributor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.
3. The District reserves the right to make product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, price, quality control, or product deficiencies.
4. Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the pre-approved price list. Changes in pack size due to availability shall be allowed. However, these changes are to be included in the stated pricing submission process and approved prior to delivery. This shall include the net product weight of the new package.
5. The District must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Distributor will have a designated contact for weekly monitoring of substitutions and/or shortages. The decision on substitutions will be made by the District, based on cost, intended use for the menu, and customer acceptance.
6. The District will provide written documentation to address prolonged fill rate deficiencies. Excessive shortages may be cause for termination of the Contract with the Distributor, and may result in default.
7. Substitutions cannot be made without prior approval from FNS District office.
8. Approved substitutions brought in by the distributor to alleviate out of stock products must be of the same or higher quality than the regular stock.
9. Substitutions must be delivered at the same or lower cost per pound than the originally awarded item's cost.
10. All outages must be reported to and potentially substituted items confirmed by FNS a minimum of twenty-four (24) hours prior to delivery.
11. Awardee shall communicate outages and suggested substitutes, adjusting for possible different case counts utilizing a documentation method that is satisfactory to FNS
12. Approved substitutions must be documented on the invoices in a manner approved by FNS.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

6.06 Payment Terms and Conditions:

A. Payment Terms

1. FNS will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
2. FNS has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
3. By submitting a bid to SBBC, Awardee expressly agrees that if awarded a Contract, SBBC and/or FNS may withhold from any payment, monies owed by Awardee to SBBC and/or FNS for any legal obligation between Awardee and SBBC and/or FNS.
4. FNS shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

B. Credits

1. Awardee shall agree to accept, for full credit, the return of any item which is found by FNS to be defective in quality or packaging so as to render them unusable for its intended purpose. The Distributor shall accept credits/returns under (but will not be limited to) the following conditions:
 - a. Products shipped in error.
 - b. Products damaged in shipment or with compromised packaging.
 - c. Products with concealed or latent damage.
 - d. Products that are recalled.
 - e. Products that do not meet quality standards and customer satisfaction.
 - f. Products delivered in unsanitary and unsafe delivery vehicles.
 - g. Products delivered that exceed the minimum/maximum specified temperatures.
2. The District reserves the right to determine when selections are potentially hazardous or do not meet food safety compliance for service. Immediate disposition of potentially hazardous items shall be done without hesitation.
3. Products rejected at delivery are to be individually credited by correctly marking through the individual product the original invoice/delivery ticket. Both FNS and the delivery person will initial the change(s). Vendor must issue a computer-generated memo or hand-written credit memo at the time of delivery. This credit must be signed by the vendor's delivery person and an FNS employee. Each handwritten credit memo must be completed on a pre-numbered form for tracking. FNS will adjust the invoice prior to submitting it for payment. The cost of the rejected product will be subtracted from the total due on the invoice/delivery ticket.
4. Any price discrepancies on an invoice shall require that the invoice be held until a credit memo is received from Awardee. For product(s) found to be defective after the delivery or for products not ordered but delivered, the Awardee will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket.

C. Invoices

1. Awardee will furnish a computerized invoice that will indicate quantity of each line item, FNS item numbers, Distributor item number, delivery location, school (customer) ID number, delivery date, unit price and extended price for each line item and a total invoice price. All invoices submitted by the Awardee shall contain FNS item numbers for each line item ordered. FNS item number shall be the predominant number.
2. Awardee is hereby notified that each time a delivery is made; two copies of a delivery ticket/invoice must be left with and signed by an authorized Food Service employee. The delivery ticket/invoice must contain:
 - a. School Name
 - b. School ID Number (Customer Number)
 - c. Address, City, Zip
 - d. Telephone Number
 - e. Invoice Number
 - f. Date

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

- g. District Item Number
 - h. Distributor Item Number
 - i. Item Description
 - j. Quantity
 - k. Unit Line Item Price
 - l. Extended Line Item Price
 - m. Total Invoice Amount
-
- 3. FNS Manager or designated receiver is required to verify total quantities and condition of merchandise at the time of delivery. In the event of a substitute item, the word "substitute" must be clearly indicated. An original invoice/delivery ticket must be left at the school site for each delivery.
 - 4. Shortages, damages, etc. shall be noted on each invoice by the FNS Manager and initialed by both manager and delivery person. If re-delivery is required, a separate invoice shall be generated for the re-delivered product.
 - 5. If an invoice is not signed by a FNS employee or designated receiver, then payment to the Awardee for that invoice will be denied. Deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor.
 - 6. After product is confirmed as received without issue, the District will review all invoices for adherence to the bi-weekly price submission process detailed in this document. Variances against the submitted prices may not be paid.

6.07 Cost Audits and Management Reports

A. Audit/price verification reviews

- 1. Following award, the Distributor shall exercise maximum control over all transactions and recommend conditions and systems needed to maintain this control. In case of any doubt or difference as to the amount due the District or the Distributor, the decision of the District's auditors shall be final and binding upon both parties.
- 2. The District reserves the right to conduct a formal price verification review and/ or contract compliance audit of the Distributor at its discretion. The Distributor shall be willing to provide information on cost without reservation. The District's intention in conducting routine price verification reviews is to confirm that the product costs, fixed fees quoted and amounts invoiced are in accordance with the terms of the agreement. The Distributor shall provide acceptable documentation to include but not limited to supplier's price quotes, all invoices and payment information, freight bills and inventory records.
- 3. Under normal circumstances, the District will give a lead time of approximately four (4) weeks for a routine price verification review. The audit shall be conducted by designated District personnel or an external auditor hired by the District at a mutually agreed upon date during the Distributor's regular business hours. Each party would bear its own costs related to any audit.
- 4. The District expects immediate full restitution of any errors found to be in the Districts' favor during an audit, and that full action is taken to correct any procedures that allowed the mistake to happen. Errors found to be in the Distributor's favor will not be adjusted.
- 5. FNS may audit product cost by requesting the Awardee to provide confirmations of delivered costs from manufacturers/suppliers and/or freight haulers.
- 6. Product cost quoted by Bidder shall reflect delivered costs which shall include in-bound freight and warehouse transfers.
- 7. Audits may be conducted on one or more items at the option of FNS.
- 8. Product cost may be audited prior to contract award as well as throughout the duration of the contract and up to five (5) years after termination of the contract at the discretion of FNS or SBBC.
- 9. Awardee shall provide files and responses to questions and/or findings in formats mutually agreed upon by the FNS or SBBC auditor and Awardee.

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

10. Awardee shall retain, in an accessible manner, all records, particularly delivery invoices, cost records, packer and freight invoices, utilization data, and other pertinent information as may be relative to this contract, for a period of five (5) years after the fiscal year to which they pertain. This period may be extended at the discretion of SBBC to the extent necessitated by rule or law changes or mandates, etc. of federal, state or local governing bodies. Awardee shall receive SBBC's approval prior to record destruction.
- B. Utilization Reports:
1. The Distributor shall be able to provide product usage reports reflecting the District's accounts. The reports need to be provided electronically via e-mail in Excel spreadsheets.
 2. Required product usage reports include monthly, semester, year-to-date and fiscal year-end accumulative usage by account, with subtotals and/or totals. Fields in the report shall include the item description, purchasing unit (carton, pound, etc.), selling price, school name, number of cases purchased, and extended purchase price amounts. As requested, usage by account subtotals and/or totals.
 3. This data must also be made available, as requested, in an individual line item record format. This would not be a formatted report involving subtotals and/or totals, but rather a data download of all products received by the District. Fields in the report shall include the distributor item number, item description, purchasing unit of measure (carton, pound, etc.), unit weight, extended weight, unit selling price, customer (school) number, invoice number, school name, number of units purchased, and extended purchase price amounts.
 4. Fractional (amounts less than 1) case quantities will not be allowed unless the total case amount is clearly identified and the product weight and costs correspond to the fractional amount. These reports will be required at the end of every month at a minimum. This report will serve as the basis for the second level of price analysis. It will be used to compare the bi-weekly price quote per pound to the amount charged on the invoice. Additional report formats may be requested as needed to address cost or customer service analyses.
 5. Utilization data must be maintained so that the Vendor can report the farms the produce comes from and the number of units delivered at a specific selling price in the event of erroneous pricing or a food recall. Utilization reports shall be submitted within 15 calendar days after the end of a month or contract period. Payments for the month prior to the due dates of utilization reports may be withheld at the discretion of the District, until interim or final acceptable utilization reports are received.
 6. Awardee shall provide six-month delivery performance reports to SBBC by reviewing delivery tickets for seven schools, as designated by SBBC, and submitting a summary report for each school relative to distributor errors, based on the acceptability and accuracy of line items. Reports shall be submitted within 14 days of the end of the 6 month period. If there are specific instances where the District believes additional detail is required, this information may be needed on a more frequent basis.

6.08 Allowable Costs

1. Allowable costs will be paid to the Awardee net of all discounts, rebates and other applicable credits accruing to or received by Awardee or any assignee under the contract; to the extent those credits are allocable to the allowable portion of the costs billed to FNS;
2. Allowable costs will be paid from FNS to Awardee net of all discounts, rebates and other applicable credits accruing to or received by Awardee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to FNS;
3. Awardee must separately identify for each cost submitted for payment to FNS the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
4. Awardee must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

SECTION 6 – FOOD SERVICE REQUIREMENTS (Continued)

5. Awardee's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars; A-87 for cost principals, A-102 for administrative requirements, and A-133 for audit requirements.
6. Awardee must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract;
7. Awardee must individually identify discounts, rebates and other applicable credits on all bills and invoices presented to FNS for payment; and
8. Awardee must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to FNS, the State agency, or the US Department of Agriculture.
9. *Prohibited Expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in Awardee receiving payments in excess of the contractor's actual, net allowable costs.

6.09 MARKET TRENDS: The Distributor shall provide the District with market information related to new products, product condition and quality and pricing trends. The District desires that the Distributor provide further periodic information on new industry trends, what works in other operations, handling and storage ideas, nutritional information, recipes, and menu ideas; also, if appropriate, to make recommendations on more appropriate products to use or provide other ideas that the District could apply to its own operation.

When needed by the District for budget projections, the District desires that the Distributor supply projections for percent (%) increase in raw food costs.

6.10 BUSINESS REVIEWS: The Distributor shall participate in an annual business review meeting with the District. The review will include an agenda of items to be discussed and must include, but is not limited to, sales data, sales summaries, fill rates, and performance of the top 25 items. The purpose of the review will be for both parties to discuss the following: updates of coming events and changes, contract terms and compliance issues; food costs and overall management of the fresh produce distribution program; new products and market trends; and any other matters of future opportunities, which will enhance the District/Distributor business partnership.

These reviews will also include analyses on forecast data, actual pricing activity as compared to ITB prices and identification of source points defined in the original ITB. Should the District not be able to assess all facets of the ITB response, this will be grounds for termination of the agreement.

6.11 TRAINING: As needed, the Distributor shall provide on-site training to the Districts at no additional charge to keep the operation of the fresh produce program running smoothly and efficiently.

The District shall exercise the option to have direct access to product specialists in their fields with the expectation that they would provide information and training in their areas of expertise to help the district improve the services it provides. Such training may be conducted at seminars during various employee workshops, orientations, or symposiums.

SECTION 7- SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) AFFIRMATIVE PROCUREMENT INITIATIVES (API)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The 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 and Guidelines. 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. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.**

Nondiscrimination

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 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 SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As part of its response, the Bidder shall provide SBBC with 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 Bidder 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 SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is: Voluntary M/WBE Distributorship Development Program:

In accordance with SBBC Policy No 3330, E.6.c, the GSC encourage manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

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.

The Bidder must utilize SBBC Certified M/WBEs as subcontractors to fulfill the participation goal on this contract, the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm which seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project, shall be subject to removal or decertification by SDOP.

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. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

SECTION 7- SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) – Continued


At the time of the bid submittal, the Bidder shall identify its intent to participate in Voluntary M/WBE Distributorship Development Program by using the following forms: Statement of Intent, Form #00470.

FORM 00470

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

Document Number 00470
Attachment _____

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: [browardschools.com/sdop](https://www.browardschools.com/sdop)

SECTION 8- INSURANCE REQUIREMENTS

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.

SECTION 9

NOT APPLICABLE

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SECTION 10, PRODUCT PRICING SHEET

PLEASE USE EXCEL SPREADSHEET

FY21-017 PRODUCT PRICING SHEET

AVAILABLE AS AN ATTACHMENT FOR DOWNLOAD IN DEMANDSTAR

PRODUCT PRICING SHEET MUST BE SUBMITTED WITH THE BID, IN TIME FOR BID OPENING
TO BE CONSIDERED FOR AWARD

SECTION 12, FORMS AND ATTACHMENTS

Please fill out all attachments in the pages that follow.

Some attachments must be notarized.

SECTION 12, 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

**SECTION 12, 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: _____

SECTION 12, ATTACHMENT 3

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.

The W-9 form should also be accompanied by a printout of the bidder's corporation record as registered with the Division of Corporations, Florida Department of State which can be accessed at www.sunbiz.org or from the state the bidder is registered in.



SECTION 12, ATTACHMENT 4

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

VENDOR NAME:

Authorization Agreement

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

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or
Financial Institute:

Branch/ State

Routing No:

Account No:

Checking

☐

Savings

☐

VENDOR AREA:

Remittance Confirmation:
(please select one)

Fax

☐

Email

☐

Federal Identification No.
Vendor

TAX ID#

☐

SS#

☐

Update Purchase Order Fax & Email Address

Centralized Fax Number

Dept.

Centralized Email

Dept.

Centralized Phone No.

Dept.

Signature

Authorized Signature

(Primary) and Business title:

Date:

Authorized Signature

(Joint) and Business title:

Date:

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# Date Entered Initials:

SECTION 12, ATTACHMENT 5
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS
Special Condition 4.27

A completed form must be submitted with the bid in time for bid opening (Preferably) or within 5 days upon request to be considered for award.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By Date: (Signature of Official (Executive Director) Authorized to Sign Application)

By Date: (Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For
Name of Grantee
Title of Grant Program

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance		2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award		3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

SECTION 12, ATTACHMENT 5 (Continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Invitation to Bid (ITB) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

One completed Buy American Form for each food manufacturer / item included in your submission. To be considered for award, a completed form must be submitted with the bid in time for bid opening (preferably) or within 5 days upon request. Failure to submit the form as indicated will deem the bidder non responsive.

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

To ensure your items comply with the “Buy American” policy of the USDA we need the following letter of certification:

We _____ (Insert Manufacturer Name) acknowledge that the percentage of U.S. content in products we have contracted for SBBC, FNS **have less than 51% US content.**

By: _____
(signature)
Name: _____
Title: _____
Date: _____

[illegible]

**SECTION 12, ATTACHMENT 7
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS**

**MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID IN TIME FOR BID OPENING
TO BE CONSIDERED FOR AWARD**

See General Condition 45

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

SECTION 12, ATTACHMENT 8 (Continued)
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.



SECTION 12, ATTACHMENT 9
REFERENCES
(Special Condition 4.06)
The School Board of Broward County, Florida

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service. **Submit this form with the bid and in time for bid opening (preferably) or within 5 days upon request.**

Reference 1 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 2 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 3-

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 4 -

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: _____

Reference 5 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		


Scope of Work: _____

SECTION 12, ATTACHMENT 10

MAILING LABEL

(Special Condition 4.02)

Please print the mailing label below and affix it to your bid package to facilitate identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Bidder's Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Larissa Seda
BID: FY21-017
FRESH PRODUCE FOR CAFETERIAS

SECTION 12, 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: _____

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

Comments:

Signature: _____ Date: _____