



# 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](http://www.BrowardSchools.com/PWS)

The School Board of  
Broward County, Florida

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

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

Robert W. Runcie  
Superintendent of Schools

March 30, 2020

## NOTIFICATION

BID No. FY21-028

## FROZEN DESSERTS FOR CAFETERIAS

TO: ALL BIDDERS

SUBJECT: NEW DATE FOR POSTING OF BID RECOMMENDATION AND TABULATION

This letter is to notify your firm that the posting of the Bid Recommendation and Tabulation for the above-referenced Bid will be done on Monday, March 30, 2020 on or before 3:00 PM ET.

Sincerely,

*Larissa Seda*

Larissa M. Seda  
Purchasing Agent



# 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](http://www.BrowardSchools.com/PWS)

The School Board of  
Broward County, Florida

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

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

Robert W. Runcie  
Superintendent of Schools

March 23, 2020

## NOTIFICATION

BID No. FY21-028

## FROZEN DESSERTS FOR CAFETERIAS

TO: ALL BIDDERS

SUBJECT: DELAY IN POSTING OF BID RECOMMENDATION AND TABULATION

This letter is to notify your firm that the posting of the Bid Recommendation and Tabulation for the above-referenced Bid results have been delayed until further notice.

Sincerely,

*Larissa Seda*

Larissa M. Seda  
Purchasing Agent



# 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](http://www.BrowardSchools.com/PWS)

The School Board of  
Broward County, Florida

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

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

Robert W. Runcie  
Superintendent of Schools

February 26, 2020

### NOTIFICATION

BID No. FY21-028

### FROZEN DESSERTS FOR CAFETERIAS

TO: ALL BIDDERS

1. This is to advise that the approved brands listed in the solicitation remain unchanged as indicated on Section 11, Product Specifications.
2. As a reminder, the due date for this ITB is March 4, 2020 at 2:00 p.m. ET.
3. Before submitting your bid response, please refer to SECTION 2 – Submittal Requirements to ensure that all required forms and documents are included.

This notification is for informational purposes only and need not be returned with your bid.

Sincerely,

*Larissa Seda*

Larissa M. Seda  
Purchasing Agent



# 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](http://www.BrowardSchools.com/PWS)

The School Board of  
Broward County, Florida

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

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

Robert W. Runcie  
Superintendent of Schools

February 19, 2020

### NOTIFICATION

BID No. FY21-028

### FROZEN DESSERTS FOR CAFETERIAS

TO: ALL BIDDERS

1. This is a courtesy reminder that the samples for the bid indicated above are due on February 21, 2020 at 3:00 pm ET in accordance with the terms and conditions of the solicitation:

“4.27 **SAMPLES:** If bidding other than the brand(s) listed herein, samples of items being bid **must be submitted to the Procurement & Warehousing Services Department between 8:00 AM – 3:00 PM from the dates of February 19, 2020 through February 21, 2020 in order to be considered for award. Samples received after 3:00 PM on February 21, 2020 will not be considered for award.** The quantity of samples required, if bidding other than approved brands, shall be **one case** for Bid Item 1 (1 thru 17), as grouped. Failure to submit all samples as required shall result in disqualification of bid item submitted. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER AND BID ITEM NUMBER.**

**DESCRIPTIVE LITERATURE:** It is required that complete descriptive literature, including nutritional facts and ingredient statement, be supplied with the bid samples. Bidder(s) shall supply descriptive literature to the Procurement and Warehousing Services Department. **Failure to submit this information, with the samples or upon request, shall result in disqualification of bid.”**

2. As a reminder, the due date for this ITB is March 4, 2020 at 2:00 p.m. ET.
3. Before submitting your bid response, please refer to SECTION 2 – Submittal Requirements to ensure that all required forms and documents are included.

This notification is for informational purposes only and need not be returned with your bid.

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



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

The School Board of  
Broward County, Florida

Heather P. Brinkworth, Chair  
Donna P. Korn, Vice Chair

Lori Alhadeff  
Robin Bartleman  
Patricia Good  
Laurie Rich Levinson  
Ann Murray  
Dr. Rosalind Osgood  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

February 5, 2020

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders  
Invitation to Bid: FY21-028 – FROZEN DESSERTS FOR CAFETERIAS**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Frozen Desserts for Cafeterias**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to [Larissa.Seda@browardschools.com](mailto: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>.

- **NON-MANDATORY BIDDERS' CONFERENCE**  
A Bidders' Conference will be held on **February 13, 2020 beginning at 9:30 am** Eastern Time (ET), in Procurement and Warehousing Services, **Bid Room #1**, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are 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 Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS**  
If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**  
Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.
- **STATEMENT OF "NO BID"**  
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to [Larissa.Seda@browardschools.com](mailto: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 III

## TABLE OF CONTENTS

|   |    |
|---|----|
| INVITATION TO BID.....  | 1  |
| SECTION 3, GENERAL CONDITIONS .....   | 2  |
| SECTION 4, SPECIAL CONDITIONS .....   | 8  |
| SECTION 6, FOOD SERVICE REQUIREMENTS .....  | 16 |
| SECTION 7, SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) .....                         | 21 |
| ATTACHMENT A – S/M/WBE FORMS.....   | 22 |
| 1. FORM 00470.....  | 22 |
| SECTION 8, INSURANCE REQUIREMENTS .....   | 23 |
| SECTION 9, GENERAL DEFINITIONS & ABBREVIATIONS .....                                | 24 |
| SECTION 10, BID SUMMARY SHEET.....  | 25 |
| SECTION 11, PRODUCT SPECIFICATIONS .....  | 26 |
| SECTION 12, FORMS AND ATTACHMENTS.....  | 29 |
| SECTION 12, ATTACHMENT 1 .....  | 30 |
| DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR .....    | 30 |
| CONTRACTUAL RELATIONSHIP .....  | 30 |
| SECTION 12, ATTACHMENT 2 .....  | 31 |
| DRUG FREE WORKPLACE .....   | 31 |
| SECTION 12, ATTACHMENT 3 .....  | 32 |
| W-9 Form .....  | 32 |
| SECTION 12, ATTACHMENT 4.....   | 33 |
| ACH Payment Agreement Form (ACH CREDITS) .....                                      | 33 |
| SECTION 12, ATTACHMENT 5 .....  | 34 |
| CERTIFICATION REGARDING LOBBYING .....  | 34 |
| SECTION 12, ATTACHMENT 6 .....  | 37 |
| BUY AMERICA CERTIFICATION .....   | 37 |
| SECTION 12, ATTACHMENT 7 .....  | 38 |
| CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION ..... | 38 |
| INSTRUCTIONS FOR CERTIFICATION.....   | 39 |
| SECTION 12, ATTACHMENT 8 .....  | 40 |
| REFERENCES .....  | 40 |
| SECTION 12, ATTACHMENT 9 .....  | 41 |
| LOCAL BIDDER’S PREFERENCE.....  | 41 |
| SECTION 12, ATTACHMENT 10 .....   | 42 |
| MAILING LABEL .....   | 42 |
| SECTION 12, STATEMENT OF “NO BID” .....   | 43 |



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:

**March 4, 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.:

**FY21-028**

RELEASE DATE:

**February 5, 2020**

PURCHASING AGENT:

LARISSA SEDA

754-321-0524

BID TITLE:

**FROZEN DESSERT 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"/> Bid Summary Sheet (Download from DemandStar)     | <input checked="" type="checkbox"/> Company Information (Special Condition 4.05)                     |
| <input checked="" type="checkbox"/> Food Product Information (Special Condition 4.06)       | <input checked="" type="checkbox"/> Conflict of Interest Form Section 12, Attachment 1                     | <input checked="" type="checkbox"/> W-9 Form Section 12, Attachment 3                | <input checked="" type="checkbox"/> Disclosure of Lobbying Activities Section 12, Attachment 5       |
| <input checked="" type="checkbox"/> Buy American Certification Section 12, Attachment 6     | <input checked="" type="checkbox"/> Certificate of Debarment – Section 12, Attachment 7 – Spec. Cond. 4.18 | <input checked="" type="checkbox"/> References – Attachment 8 Special Condition 4.07 | <input checked="" type="checkbox"/> Local Bidders Preference – Attachment 8 - Special Condition 4.13 |

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

## SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
  - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
  - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
  - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF 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 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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



13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.  
  
*An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com), on **April 2, 2019 on or before 3.00 pm**, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate

37. (Continued): court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

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

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

b) 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](http://www.demandstar.com), is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, [www.browardschools.com](http://www.browardschools.com).
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - The Broward County Certified Minority/Women Business Enterprise Bidder;
  - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
  - The Florida Certified Minority/Women Business Enterprise Bidder;
  - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
  - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
  - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
  - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
  - The ITB; then
  - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. 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](http://www.browardschools.com/sdop).
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
  - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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



## SECTION 4, SPECIAL CONDITIONS

- 4.01 **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as SBBC) desires bids on **Frozen Desserts 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 National School Lunch Program. 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.

**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 207 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 \$5,000,000.00 for the three (3) year term.

- 4.02 **BID SUBMITTAL:** Bidders must submit the following with their bid, in time for Bid opening or as indicated:
- One (1) signed hard-copy of the ITB including the Bid Summary Sheet. All signatures must be in original.
  - One (1) identical electronic version of the bid, in PDF Format on a flash drive. (Please no CDs).
  - Documentation requested in Special Conditions 4.05, 4.06 and 4.07.
  - Bid Summary Sheet, in an Excel (.xls) format on the flash drive.

**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 FY21-028 – Frozen Desserts 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.***

## SECTION 4, SPECIAL CONDITIONS (Continued)

### 4.03 ITB TIMELINE

|  |                                       |
|--|---------------------------------------|
| a. Release of ITB  | FEBRUARY 5, 2020                      |
| b. Pre-bid Conference  | FEBRUARY 13, 2020                     |
| b. Written Questions due on or before noon in Procurement & Warehouse Service Department:  | FEBRUARY 14, 2020                     |
| c. Samples and Descriptive Literature due Per Special Condition 4.27   | February 19 through February 21, 2020 |
| d. Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704 | MARCH 4, 2020                         |
| d. Posting or Recommendation   | MARCH 24, 2020                        |

### 4.04 NON MANDATORY BIDDERS' CONFERENCE: A Bidders' Conference will be held on **February 13, 2020 in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:30 am, ET.** Representatives from all interested companies are 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 General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

### 4.05 COMPANY INFORMATION: Bidders are to provide the information indicated below about their experience with food distribution services and about their company. Responses must be provided and submitted with the bid or upon request and 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 school districts with district or cooperative contracts for the current school year, SY 19/20
2. Provide a copy of the ITB/RFP submitted for one of the awards included in "1" where services are provided to a Florida school district with at least 100 delivery sites. The scope of the Florida school district contract selected must encompass the following:
  - a. Administration and distribution of frozen dessert products.
  - b. Have been in place for the past three (3) years.
  - c. One delivery per week to at least 100 school delivery sites.
  - d. Provide the following supporting documentation for the Florida school district contract selected:
    - A one-week delivery schedule showing at least one delivery 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 school year 2018-2019.

#### 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.

## SECTION 4, SPECIAL CONDITIONS (Continued)

2. The last three (3) pest control inspection reports.

Information about the distribution site that would be serving SBBC under this contract (cont'd):

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 **FOOD PRODUCT SUBMITTAL INFORMATION:** The required product information must be submitted on a USB flash drive with the bid in time for bid opening (preferably) or upon request. Create a separate file for each product with the manufacturer's product # in the file name. The following information must be in each product file:

- A. Buy American Form (Section 12, Attachment 6)
- B. Product Specifications to include:
  1. Product name
  2. Portion or product size
  3. Case pack
  4. Case material i.e. plastic crate, cardboard case
  5. Unit package material i.e. carton, pouch
  6. Product description
  7. Ingredient listing
  8. Complete nutrition label per portion
  9. Allergen information

Failure to submit this information as indicated may deem the bidder non-responsive.

- 4.07 **REFERENCES:** Complete the Reference Document (**Section 12, Attachment 9**) and include at least five (5) references with the bid and in time for bid opening (preferably) or upon request. This should include:
- At least one reference from a customer who has been with you for a year or less,
  - Three (3) references from veteran customers with long term or repeat contracts one of which must be a school district, and
  - At least one (1) 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.

- 4.08 **TERM:** The award of this bid shall establish a contract for the period **beginning from July 1, 2020, and continuing through June 30, 2023**, or as specified 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 specified 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.



## SECTION 4, SPECIAL CONDITIONS (Continued)

- 4.09 **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 within the group, and all items in the group must meet product requirements in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary 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.

- 4.10 **PRICE ADJUSTMENTS: Prices offered shall remain firm for 24 months.** A request for price adjustment may be submitted thirty (30) days before the beginning of the third year of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

- 4.11 **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 4.10 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

- 4.12 **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 February 14, 2020.** 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.

- 4.13 **LEGAL OPINION OF BIDDER'S PREFERENCE: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 12, ATTACHMENT 9 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 12, Attachment 9, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. **Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.**

- 4.14 **APPLICABLE STANDARDS, ORDERS, AND REGULATIONS:**

#### **SECTION 4, SPECIAL CONDITIONS (Continued)**

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, the SFA and the vendor shall comply with all 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)
  - 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)

4.15 **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.

4.16 **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.
- c. 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.

4.17 **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.

## SECTION 4, SPECIAL CONDITIONS (Continued)

- 4.18 **CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: All Bidders must complete and submit Section 9, Attachment 6 to be considered for award.** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. 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 in order for the submitted bid to be considered for award.** 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. **(Please see General Condition 45.)**
- 4.19 **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 a process in place to effectively respond to a food recall; the process must include accurate and timely communications to FNS and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. A one-page summary of Awardee's recall policy & procedures are to be submitted within fifteen (15) days of notice of award.
- 4.20 **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 (FNS) Department within fifteen (15) days of notice of award.**
- 4.21 **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.
- 4.22 **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.
- 4.23 **ADDING AND DELETING ITEMS:** Food items utilized by SBBC Food and Nutrition Services Department may be subsequently added or deleted individually or in groups, at the discretion of SBBC Food and Nutrition Services Department. SBBC realizes that Awardee(s) will introduce new and/or additional products, not specifically stated in this ITB, during the term of the contract, which SBBC may wish to purchase. SBBC reserves the right to purchase such products at a negotiated price established by FNS and the Awardee. Notification of any additional products must be communicated to the Director of Food and Nutrition Services or designee and a negotiated price established before any new or additional product(s) can be purchased under this contract. FNS will communicate, in writing, to the Awardee(s) of its intended acceptance or rejection of the new and/or additional products under this contract. SBBC reserves the right to reject any new and/or additional products offered by the Awardee(s), if it is in their best interest to do so.
- 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.

#### 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 containment
  - (2) Compliance issues
  - (3) Delivery services
  - (4) Delivery of cost-management data
  - (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:** Awardee(s) are required to adhere to SBBC policies, procedures, and specific school site for safety protocol for on-site school delivery or visitation. Awardee(s) should contact school site personnel for instructions for all vendors' on-site delivery and visitation procedures.
- 4.27 **SAMPLES:** If bidding other than the brand(s) listed herein, samples of items being bid **must be submitted to the Procurement & Warehousing Services Department between 8:00 AM – 3:00 PM from the dates of February 19, 2020 through February 21, 2020 in order to be considered for award. Samples received after 3:00 PM on February 21, 2020 will not be considered for award.** The quantity of samples required, if bidding other than approved brands, shall be **one case** for Bid Item 1 (1 thru 17), as grouped. Failure to submit all samples as required shall result in disqualification of bid item submitted. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER AND BID ITEM NUMBER.**

**DESCRIPTIVE LITERATURE:** It is required that complete descriptive literature, including nutritional facts and ingredient statement, be supplied with the bid samples. Bidder(s) shall supply descriptive literature to the Procurement and Warehousing Services Department. **Failure to submit this information, with the samples or upon request, shall result in disqualification of bid.**

**Procurement & Warehousing Services Department  
The School Board of Broward County, Florida  
7720 W. Oakland Park Boulevard, Suite 323  
Sunrise, FL 33351-6704**

**Attn: Larissa Seda  
Bid No. FY21-028**

Samples received will be evaluated by the Food and Nutrition Services Department. The decision to accept the sample(s) received is solely at the discretion of SBBC, Food and Nutrition Services Department.

## SECTION 5.0, PRODUCT SPECIFICATION SPREADSHEET AND BID SUMMARY SHEET

- 5.01 Product Specification Information:** Lists the products and specifications the District expects to purchase. These specifications are to be used by the Bidder in their bidding process and is available in **Section 11** of the bid documents herein. Please note:
- The decision as to whether a product does or does not meet the specification is at the discretion of FNS.
  - The Bidder may be requested to furnish acceptable documentation from the manufacturer/supplier that the product does or does not meet the specifications
- 5.02 Information for Completing the Bid Summary Sheet:** FNS shall review the completed Bid Summary Sheet in terms of portion cost and conformation with the product specifications offered with the product. The Bid Summary Sheet is an electronic Excel worksheet attachment available for download via DemandStar. Please note:
- Bidders shall complete the Bid Summary Sheet provided which will be used to determine the apparent low Bidder for priced items in the ITB.
  - Bidders must refer to product specification sheets located in bid **Section 11** for food item specifications.
  - Complete all fields for each product leaving no fields blank.
  - Bidders must enter the brand offered and product code number in the designated column.

## SECTION 6, FOOD SERVICE REQUIREMENTS

### 6.01 Awardee shall be responsible for:

- A. Supply freezer cabinets suitable for the storage of ice cream
- B. Having the capability to store and deliver on school days Monday through Friday, once a week, to approximately 207 delivery sites throughout Broward County.
- C. Offering services described herein at the unit price for delivered product.
- D. Administration and distribution of products listed herein.
- E. Supplying products according to specifications.
- F. 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 A. Distributor's Equipment:

Freezer cabinets suitable for the storage of ice cream are to be supplied by the Awardee to hold the supply of ice cream products. Freezer cabinets must hold temperature below zero degrees. Freezing cabinets are to be mobile with locks on casters (dollies are acceptable) and are to be equipped with a locking device upon request. The freezer cabinets are to be supplied, free of charge, according to the needs of each school. Approximately 230 freezer cabinets are being supplied by the current Awardee. Awardee must service all equipment and replace with new cabinets, when necessary, without cost to SBBC as determined by Food and Nutrition Services Department. Additional freezers must be available within 72 hours of request by the Food and Nutrition Services Department. Any **spoilage due to mechanical failure** of the equipment must be absorbed by the Awardee. All equipment must be completely installed and in good working condition two weeks prior to the opening of schools. **Broken cabinets must be replaced or repaired within 48 hours after being reported to the Awardee.**

### B. Distributor's Inventory:

- 1. The Distributor shall order products from sources in economical quantities and maintain inventories at an ample level to prevent out-of-stock situations, 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.
- 3. It is the full responsibility of the distributor that orders are filled under all circumstances.

### C. 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.

**SECTION 6, FOOD SERVICE REQUIREMENTS (Continued)**

**D. Deliveries:**

1. Awardee will make all deliveries during the school day, indoor delivery only.
2. Awardee will not be issued school keys.
3. Schools require once 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. During summer school, deliveries may be required in a shorter delivery window depending upon the number of sites open and their hours of operations.
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. If item/items are omitted from an order by the Awardee, or delivered in unacceptable condition, i.e. 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.
10. Product Condition: All items must be in prime and frozen condition at the time of delivery. Product received in a soft or defrosted state are subject to refusal by each individual school location.
11. 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.
12. Drivers are required to stow products in the freezer supplied by the successful bidder or other storage area designated by the school's food service manager allowing sufficient time for the complete receiving process
13. Deliveries must not hinder traffic flow or safety of the students.
14. Vehicles must be equipped to protect product in accordance with manufacturers or packers' recommendations for temperature maintenance, safety and quality.
15. Vehicles must be properly maintained to ensure they are free of vermin.

**E. Order Transmittal:**

1. Orders will be submitted electronically to Awardee by FNS based upon a mutually agreed schedule.
2. The individual school sites will place orders electronically with adequate lead time for filling and distribution.
3. 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.

**F. Order Processing:**

1. 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.
2. 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.

**SECTION 6, FOOD SERVICE REQUIREMENTS (Continued)**

3. Awardee shall insure that only FNS approved products that are approved for purchase by FNS will be made available to the school sites.
4. Invoices for non-awarded products delivered without prior approval from FNS will not be paid.

**G. Forecasting:**

1. Awardee shall analyze District's menus and determine purchasing requirements against menus (cycles, projections and historical data or other methods agreed upon by Awardee and FNS).

**H. Product Substitutions:**

1. Product substitutions due to out of stock situations should be held to an absolute minimum.
2. Substitutions cannot be made without prior approval from FNS District office.
3. 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.
4. Substitutions must be delivered at the same or lower portion cost than the originally awarded item's portion cost.
5. Awardee product data sheets for approved substitutions must be sent to the FNS District office upon request prior to deliveries.
6. Data sheets shall include, but not limited to, ingredient and nutrition statements, pack sizes, instructions for preparation and serving and product sources.
7. All outages must be reported to and potentially substituted items confirmed by FNS a minimum of twenty-four (24) hours prior to delivery.
8. Awardee shall communicate outages and suggested substitutes, adjusting for possible different case counts utilizing a documentation method that is satisfactory to FNS.
9. Approved substitutions must be documented on the invoices in a manner approved by FNS.
10. Excessive manufacturer/supplier-related occurrences of out-of-stock items may be cause for contract termination with a specific manufacturer/supplier for specific product shortages. Awardee will work with FNS to provide another supplier of a similar acceptable product.
11. Excessive distributor-related occurrences of out-of stock items may be cause for termination of the contract.
12. If Awardee needs to make a brand change during the contract term, they shall submit a request to FNS listing the reason for the requested change along with the —new product's specifications with ingredients and manufacturer nutritional information. All changes in products must include competitive price solicitation by the Awardee.
13. FNS must approve any new brands via written electronic communication.
14. 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, the Awardee shall advise FNS, in writing, of the 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 the replacement item(s), if requested, must be supplied for evaluation by FNS.

**6.03 Payment Terms, Credits, Invoices and Receiving**

**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).
5. Invoices dated on non-school days (weekends, holidays etc.) will not be paid.



**SECTION 6, FOOD SERVICE REQUIREMENTS (Continued)**

**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.
2. 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. 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 quantities, FNS item numbers, unit price and extended price for each item. 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 (2) copies of a delivery ticket/invoice must be left with and signed by a Food Service employee. The delivery ticket/invoice must contain:

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

**D. Receiving:**

1. FNS Manager or designated receiver is required to verify total quantities and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Invoice/delivery tickets must show product description, brand and codes, pack size, quantities delivered, unit cost and total extended cost. 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.
2. The designated school receiver shall sign each invoice. 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.
3. 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.

**6.04 Cost Audits and Management Reports**

**A. Cost Audits:**

1. FNS may audit product cost by requesting the Awardee to provide confirmations of delivered costs from manufacturers/suppliers and/or freight haulers.
2. Product cost quoted by Bidder shall reflect delivered costs which shall include in-bound freight and warehouse transfers.
3. Audits may be conducted on one or more items at the option of FNS.
4. 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.
5. Awardee shall provide files and responses to questions and/or findings in formats mutually agreed upon by FNS or SBBC auditor and Awardee.

**SECTION 6, FOOD SERVICE REQUIREMENTS (Continued)**

6. 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. Awardee shall provide separate monthly and year-to-date utilization reports by items in terms of units and dollars.
2. These reports shall be prepared by the Awardee for the previous twelve (12) months as may be requested by FNS.

**Utilization Reports (cont'd):**

3. The reports must be supplied to FNS electronically in the form of an excel spreadsheet.
4. Additional reports may be provided as mutually agreed upon by FNS and Awardee.

**C. 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 twenty-one (21) days of school selections.

**6.05 Allowable Costs**

- (a) 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;
- (b) 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);
- (c) 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;
- (d) 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.
- (e) 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;
- (f) Awardee must individually identify discounts, rebates and other applicable credits on all bills and invoices presented to FNS for payment; and
- (g) 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.
- (h) *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.

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

**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](http://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**

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

#### **The Affirmative Procurement Initiative (API) implemented in this solicitation is: The 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 distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives **may** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The 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](http://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](http://browardschools.com/Page/46981).

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 form: Statement of Intent, Form #00470.

### ATTACHMENT A – S/M/WBE FORMS


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

1. **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](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 _____<br>(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](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, GENERAL DEFINITIONS & ABBREVIATIONS

**Definitions:** As used in this ITB, the following terms shall have the meanings set forth below:

**Approved Substitutions:** Any item(s) offered as a “like” replacement or substitute item for an item not available by the original stated delivery date. List of which must be presented to FNS for approval a minimum of twenty-four (24) hours prior to the scheduled delivery.

**Awardee** – That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

**Awardee’s Contract Manager:** The Contract Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

**Bidder:** The term “Bidder” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School District in response to this invitation.

**Contract:** The document resulting from this ITB between SBBC and Awardee, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Day:** The word “day” means each calendar day or accumulation of calendar days.

**Error-Free Fill Rate:** Individual member’s site delivery, that include exact items and quantities ordered, delivered on the correct delivery date. This does not include any product substitutions.

**FNS** – Food and Nutrition Services, The School Board of Broward County, Florida

**HACCP:** Hazard Analysis Critical Control Point

**SBBC** – The School Board of Broward County, Florida

**School Board:** The word School Board refers to the elected officials of The School Board of Broward County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

**School Board’s Contract Manager(s):** The Contract Manager(s) have responsibility for the day to day administration of the resulting contract for the School Board and will be designated prior to award of contract.

**School District:** The word School District refers to the entity, Broward County Schools.

**Substitutions:** A delivered replacement item.

**Unauthorized Substitution:** Any item not confirmed by FNS for a minimum of twenty-four (24) hours prior to delivery.

**USDA** – United States Department of Agriculture

## SECTION 10, BID SUMMARY SHEET

AVAILABLE AS AN ATTACHMENT FOR DOWNLOAD IN DEMANDSTAR

PLEASE USE EXCEL SPREADSHEET

**BID SUMMARY SHEET MUST BE SUBMITTED WITH THE BID, IN TIME FOR BID OPENING**  
**TO BE CONSIDERED FOR AWARD**

SAMPLE VIEW:

| GROUP A: (TO BE AWARDED AS A GROUP - See Special Condition 4.09) |                      |          |                                     |                       |              |        |                      |                 |            |
|--|----------------------|----------|-------------------------------------|-----------------------|--------------|--------|----------------------|-----------------|------------|
| Item #   | item                 | Bid Unit | Estimated Annual Unit Usage (dozen) | Specify Brand Offered | Product Code | Flavor | How are items Packed | Price per dozen | Total Cost |
| 1  | CHOCOLATE SHORTCAKE  | dozen    | 14,000                              |                       |              |        |                      | 0               | 0.00       |
| 2  | STRAWBERRY SHORTCAKE | dozen    | 13,000                              |                       |              |        |                      | 0               | 0.00       |
| 3  | JUICE BAR, PUSH UP   | dozen    | 17,000                              |                       |              |        |                      | 0               | 0.00       |

GROUP A: (TO BE AWARDED AS A GROUP - See Special Condition 4.09)

Bidder Name:

| Item # | item                           | Bid Unit | Estimated Annual Unit Usage (dozen) | Specify Brand Offered | Product Code                         | Flavor | How are items Packed | Price per dozen | Total Cost (Auto Calculate) |
|--------|--------------------------------|----------|-------------------------------------|-----------------------|--------------------------------------|--------|----------------------|-----------------|-----------------------------|
| 1      | CHOCOLATE SHORTCAKE            | dozen    | 14,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
| 2      | STRAWBERRY SHORTCAKE           | dozen    | 13,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
| 3      | JUICE BAR, PUSH UP             | dozen    | 17,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
| 4      | 100% JUICE SLUSH POUCH         | dozen    | 21,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
| 5      | 100% JUICE SLUSH POUCH         | dozen    | 21,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
|        | (Made with Welch's Juice)      |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
| 6      | 100% FRUIT JUICE CUP           | dozen    | 95,000                              |                       |                                      |        | 23'                  | \$ -            | \$ -                        |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
| 7      | 100% FRUIT JUICE CUP           | dozen    | 50,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
| 8      | 100% FRUIT/VEGETABLE JUICE CUP | dozen    | 9,000                               |                       |                                      |        |                      | \$ -            | \$ -                        |
| 9      | LOW-FAT SANDWICH               | dozen    | 17,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
| 10     | COTTON CANDY BAR               | dozen    | 9,000                               |                       |                                      |        |                      | \$ -            | \$ -                        |
| 11     | BUBBLE GUM BAR                 | dozen    | 5,000                               |                       |                                      |        |                      | \$ -            | \$ -                        |
| 12     | FUDGE BAR                      | dozen    | 2,400                               |                       |                                      |        |                      | \$ -            | \$ -                        |
| 13     | CRUMBLD COOKIE CONE            | dozen    | 27,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
| 14     | BIRTHDAY CAKE CONE             | dozen    | 25,000                              |                       |                                      |        |                      | \$ -            | \$ -                        |
| 15     | SOUR SWELL                     | dozen    | 9,000                               |                       |                                      |        |                      | \$ -            | \$ -                        |
| 16     | LOW FAT FROZEN DESSERT CUP     | dozen    | 4,000                               |                       |                                      |        |                      | \$ -            | \$ -                        |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
| 17     | FROZEN YOGURT CUP              | dozen    | 5,000                               |                       |                                      |        |                      | \$ -            | \$ -                        |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       |                                      |        |                      |                 |                             |
|        |                                |          |                                     |                       | TOTAL BID GROUP A (1 - 17 inclusive) |        |                      |                 | \$ -                        |



## SECTION 11, PRODUCT SPECIFICATIONS

### 11.01. Product Specifications

All frozen desserts must be delivered in a completely frozen state, in clean, well-wrapped packaging.

Processors must obtain a superior rating from the local Board of Health

The Food and Nutrition Services Department nutritional standards for frozen desserts are:

- Maximum calories 200 per portion
- Maximum calories from fat 35%
- 0 grams trans fat
- Less than 10% calories from saturated fat
- Less than 35% of weight from sugar
- First ingredient must be dairy, fruit/fruit juice or vegetable juice
- Must be nut-free

**Samples required if bidding other than the brands(s) listed herein (See Special Condition 4.27)**

|   |  |
|---|--|
| 1 | <p><b><u>CHOCOLATE SHORTCAKE</u></b><br/>No artificial colors. Artificially flavored vanilla low fat frozen dairy dessert with chocolate flavored center individually wrapped on a stick with 51% whole grain coating. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications</p>  |
| 2 | <p><b><u>STRAWBERRY SHORTCAKE</u></b><br/>No artificial colors. Artificially flavored vanilla low fat frozen dairy dessert with strawberry flavored center individually wrapped on a stick with 51% whole grain coating. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications</p>  |
| 3 | <p><b><u>JUICE BAR, PUSH UP</u></b><br/>No artificial colors. To be individually packaged in a tetra pack or similar packaging that allows the product to be pushed up. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces.<br/>CN label required. One serving to equal 3/8 cup (3 fluid ounces) single strength juice. Minimum 3 flavors.<br/><b>Approved Brands:</b> J &amp; J Snack Foods or other brands meeting minimum bid specifications</p> |
| 4 | <p><b><u>100% JUICE SLUSH POUCH</u></b><br/>No artificial colors. 100% juice. No preservatives. To be individually packaged in a pouch that allows the product to be pushed up. No High Fructose Corn Syrup.<br/>Minimum 4 fluid ounces.<br/>Each pouch equals ½ cup fruit. Product delivered to schools frozen. Minimum 3 flavors.<br/><b>Approved Brands:</b> Cool Tropics or other brands meeting minimum bid specifications.</p>                     |

**SECTION 11, PRODUCT SPECIFICATIONS (Continued)**

|    |  |
|----|--|
| 5  | <p><b><u>100% JUICE SLUSH POUCH made with Welch's Juice</u></b><br/>No artificial colors. 100% juice. No preservatives. To be individually packaged in a pouch that allows the product to be pushed up. No High Fructose Corn Syrup.<br/>Minimum 4 fluid ounces.<br/>Each pouch equals ½ cup fruit. Product delivered to schools frozen. Minimum 3 flavors.<br/><b>Approved Brands:</b> Cool Tropics or other brands meeting minimum bid specifications.</p> |
| 6  | <p><b><u>100% FRUIT JUICE CUP</u></b><br/>No artificial colors. 100% juice. No preservatives. No High Fructose Corn Syrup.<br/>Minimum 4 fluid ounces.<br/>Each cup equals ½ cup fruit. Minimum 3 flavors<br/><b>Approved Brands:</b> J &amp; J Snack Foods (Whole Fruit Cup) or other brands meeting minimum bid specifications</p>   |
| 7  | <p><b><u>100% FRUIT JUICE CUP</u></b><br/>No artificial colors. 100% juice. No preservatives. No High Fructose Corn Syrup.<br/>Minimum 4 fluid ounces.<br/>Each cup equals ½ cup fruit. Minimum 3 flavors<br/><b>Approved Brands:</b> Rosati (Emoji), Country Pure (SideKicks) NO SUBSTITUTIONS</p>  |
| 8  | <p><b><u>100% FRUIT /VEGETABLE JUICE CUP</u></b><br/>No artificial colors. 100% juice. No preservatives. No High Fructose Corn Syrup.<br/>Minimum 4 fluid ounces.<br/>Each cup equals ½ cup fruit/vegetable.<br/><b>Approved Brands:</b> Country Pure (SideKicks) or other brands meeting minimum bid specifications</p>   |
| 9  | <p><b><u>LOW-FAT SANDWICH</u></b><br/>No artificial colors. Artificially flavored low fat frozen dairy dessert with two 51% whole grain wheat wafers, individually wrapped. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications.</p>  |
| 10 | <p><b><u>COTTON CANDY BAR</u></b><br/>No artificial colors. Artificially flavored non-dairy dessert individually wrapped on a stick. No High Fructose Corn Syrup.<br/>Minimum 2.5 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications</p>  |
| 11 | <p><b><u>BUBBLE GUM BAR</u></b><br/>No artificial colors. Artificially flavored non-dairy dessert individually wrapped on a stick. No High Fructose Corn Syrup.<br/>Minimum 2.5 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications</p>  |
| 12 | <p><b><u>FUDGE BAR</u></b><br/>No artificial colors. Chocolate flavored low fat frozen dairy dessert individually wrapped on a stick. No High Fructose Corn syrup.<br/>Minimum 2.5 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications</p>   |

**SECTION 11, PRODUCT SPECIFICATIONS (Continued)**

|    |   |
|----|---|
| 13 | <p><b><u>CRUMBLLED COOKIE CONE</u></b><br/>No artificial colors. Artificially flavored low fat frozen dairy dessert with 51% whole grain crunch in a 51% whole grain cone. Individually wrapped. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces.<br/><b>Approved Brands:</b> Rich's (Crumbled Cookie Cone) or other brands meeting minimum bid specifications.</p>   |
| 14 | <p><b><u>BIRTHDAY CAKE CONE</u></b><br/>No artificial colors. Artificially flavored frozen dairy dessert with sprinkles in a 51% whole grain cone. Individually wrapped. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications.</p>  |
| 15 | <p><b><u>SOUR SWELL</u></b><br/>No artificial colors. Artificially flavored low fat dairy dessert individually wrapped on a stick. No High Fructose Corn Syrup.<br/>Minimum 2.5 fluid ounces.<br/><b>Approved Brands:</b> Rich's or other brands meeting minimum bid specifications.</p>  |
| 16 | <p><b><u>LOW FAT FROZEN DESSERT CUP</u></b><br/>No artificial colors. Artificially flavored frozen dairy snack in an individually packaged cup. No High Fructose Corn Syrup.<br/>Minimum 3 fluid ounces. Minimum 2 flavors<br/><b>APPROVED BRANDS:</b> Rich's or other brands meeting minimum bid specifications</p>  |
| 17 | <p><b><u>FROZEN YOGURT CUP</u></b><br/>No artificial colors. No artificial flavors or preservatives added. Made with skim milk. Naturally sweetened. No High Fructose Corn Syrup. Yogurt must meet standard of identity for Grade A yogurt and meet 1 meat alternate requirement per serving. Yogurt to be delivered frozen and maintain consistency when thawed to be served.<br/>Minimum 4.0 fluid ounces. Minimum 3 flavors.<br/><b>Approved Brands:</b> Buffy's Cool Cow American Yogurt or other brands meeting minimum bid specifications</p> |

## **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**

**Bidder's Name** \_\_\_\_\_

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**

**Bidder's Name** \_\_\_\_\_

**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.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ or

Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

Form #4530  
3/93

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

## 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](http://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)

Bidder's 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 4.14)

**Bidder's Name** \_\_\_\_\_

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

**SECTION 12, ATTACHMENT 5 (Continued)**  
(Special Condition 4.14)

**Bidder's Name** \_\_\_\_\_

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See next page for public burden disclosure)

|   |   |  |
|---|---|--|
| <b>1. Type of Federal Action:</b><br>a. contract<br>_____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award                            | <b>3. Report Type:</b><br>a. initial filing<br>_____ b. material change<br><br><b>For material change only:</b><br>Year _____ quarter _____<br>Date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime _____ Subawardee<br>Tier _____, if Known:<br><br><b>Congressional District, if known:</b>  |   | <b>5. If Reporting Entity in No. 4 is Subawardee,</b><br>Enter Name and Address of Prime:<br><br><b>Congressional District, if known:</b>                                |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____  |  |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i> |  |
| <b>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.</b> | <b>Signature:</b> _____<br><b>Print Name:</b> _____<br><b>Title:</b> _____<br><b>Telephone No.:</b> _____ <b>Date:</b> _____          |  |
| <b>Federal Use Only</b>   | <b>Authorized for Local Reproduction</b><br><b>Standard Form - LLL (Rev. 7-97)</b>  |  |

**SECTION 12, ATTACHMENT 5 (Continued)**  
(Special Condition 4.14)

**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 1<sup>st</sup> 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., Request for Proposal (RFP) 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., "RFP-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

**SECTION 12, ATTACHMENT 6  
BUY AMERICA CERTIFICATION**

**Bidder's Name** \_\_\_\_\_

One completed Buy American Form for each food manufacturer / item included in your submission. A completed form must be submitted with the bid in time for bid opening or upon request.

**Refer to Special Condition 4.06; failure to submit this information as indicated will deem the bidder non-responsive.**

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

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.

It is the intent of US Foodservice and the Florida School Districts in which we service, to strictly adhere to this policy. Decisions to the contrary shall be at the School Districts or Buying Groups prerogative.

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

We \_\_\_\_\_ (Insert Manufacturer Name) certify that the percentage of U.S content in products we have contracted for SBBC, FNS **have at least 51% US content**. If you are unable or unwilling to make such certification, we will not be able to purchase products from your company for School Foodservice.

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**.

Manufacturer Representative

By: \_\_\_\_\_  
(signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

One completed "Buy American Form" for each food manufacturer.

| <u>Product</u> | <u>Mfg. Id#</u> | <u>US % Content</u> | <u>Country of Origin</u> |
|----------------|-----------------|---------------------|--------------------------|
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |
|                |                 |                     |                          |

**SECTION 12, ATTACHMENT 7**

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

**Bidder's Name** \_\_\_\_\_

**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 7 (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 8**  
**REFERENCES**  
(Special Condition 4.07)

**The School Board of Broward County, Florida**

**Bidder's 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.

**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 9  
LOCAL BIDDER'S PREFERENCE**

(Special Condition #####)

**LEGAL OPINION OF BIDDER PREFERENCE**

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

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

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

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

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

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

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

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

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

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

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

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

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

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

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

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

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

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

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

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

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




**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: FY21-028  
FROZEN DESSERTS 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: \_\_\_\_\_

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

Comments:

---

---

---

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_