



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

The School Board of
Broward County, Florida

Donna P. Korn, Chair
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Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

June 22, 2020

ADDENDUM 2 BID No. FY21-120 PAPER AND PLASTIC ITEMS FOR CAFETERIAS

TO: ALL BIDDERS

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

1. Attached are the responses to the questions received.
2. As a reminder, the due date for this ITB is July 1, 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.

Sincerely,
Larissa Seda
Larissa Seda
Purchasing Agent

ADDENDUM 2

Page 1



➤ **QUESTION #1:**

Please advise how many deliveries are expected for all the item in the Bid in reference above?

ANSWER TO QUESTION #1:

Please refer to Special Condition 15 (Quantities).

➤ **QUESTION #2:**

We are asking BCPS to remove #22 Price Reductions from this solicitation, as it has been done for other BCPS solicitations. *The best method of ensuring the lowest pricing for BCPS is to increase the number of vendors that respond to solicitations and thereby increase the competition for your business.

Including this requirement in a solicitation has the opposite effect. Larger vendors that may have tens of thousands of customers and contracts may be unable to respond to the solicitation. The Price Reduction language does not ensure that you receive the lowest possible price, but only that you have the lowest price from the vendor that responds.

They may have other customers and contracts for similar products which would conflict with the "Best Pricing" clause in your solicitation, or based on the number of customers and contracts may be unable to manage compliance to the clause.

The net effect is fewer vendors responding to the solicitation, reduced completion for your business, and potentially higher pricing for BCPS.

ANSWER TO QUESTION #2:

Please refer to Special Condition 22: "**PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices should be extended to SBBC." Note that the language states "should." If, during the term of the contract, cost savings or price reductions are possible, Awardees can pass on those savings or price reductions to SBBC. Special Condition 22 will remain as part of the Bid.

➤ **QUESTION 3:**

Can bids be signed electronically using Docusign?

Given the current circumstances, we can sign digitally. We will provide your required affidavits, and/or notary pages in the near future or upon award.

ANSWER TO QUESTION #3:

Due to the current pandemic crisis, the solicitation may be signed electronically using Docusign.

However, all required documents and forms accompanying the Bid must still be submitted in accordance to bid terms and specifications indicated in Section 2 (Submittal Requirements) and Special Condition 2 (Bid Submittal). SBBC will still require both the hard copies and electronic copies of the proposals.



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Robert W. Runcie
Superintendent of Schools

June 16, 2020

ADDENDUM 1 BID No. FY21-120 PAPER AND PLASTIC ITEMS FOR CAFETERIAS

TO: ALL BIDDERS

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

1. Attached are the responses to the questions received.
2. As a reminder, the due date for this ITB is July 1, 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.

Sincerely,

Larissa Seda

Larissa Seda

Purchasing Agent

ADDENDUM 1

Page 1



➤ **QUESTION #1:**

Regarding the above-mentioned bid, can you please provide me with the previous award information and tabulations?

ANSWER TO QUESTION #1:

Please refer to page 54 of the solicitation. Previous bid's tabulation is available through Demandstar or via link to the School Board page.

➤ **QUESTION #2:**

Would you provide a copy of the Previous Tabulation and Award Notice on these items?

ANSWER TO QUESTION #2:

Please refer to Answer to Question #1.

➤ **QUESTION 3:**

My question is, if our company is active to quote? If not what steps we must follow to be on the bid.

ANSWER TO QUESTION #3:

This ITB is open to all companies interested in offering the products described in this solicitation. Bid documents are available for download from www.demandstar.com.

➤ **QUESTION #4:**

I saw the bid in reference above and I would like to know if it is mandatory to sign every single page of the bid including those items which we are bidding, instructions pages, general and special condition pages, bid summary sheet, item specification pages, session 8 and the pages with the illustration?

ANSWER TO QUESTION #4:

Please refer to Special Condition 2 (Bid Submittals).

➤ **QUESTION #5:**

Are you using white, Kraft, or red and white basketweave design?

ANSWER TO QUESTION #5:

Please refer to Section 6 (Bid Specifications).

➤ **QUESTION #6:**

Who won the bid currently and with which distributor?

ANSWER TO QUESTION #6:

Please refer to Answer to Question #1.



➤ **QUESTION #7:**

Do you have the bid recap showing the winning distributor and prices?

ANSWER TO QUESTION #7:

Please refer to Answer to Question #1.

➤ **QUESTION #8:**

I'm thinking that you will need my spec sheets to get mine added to your spec list if I can match up to what you are using?

ANSWER TO QUESTION #8:

Please refer to Special Conditions 10 (Descriptive Literature) and 11 (Samples).

➤ **QUESTION #9:**

Do you have my Reynolds cutter box film item 914M 18x2000 on your spec list of approved suppliers? I have quoted it, but I don't believe that I'm spec'd.

ANSWER TO QUESTION #9:

Please refer to Section 6 (Bid Specifications).



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Robert W. Runcie
Superintendent of Schools

June 9, 2020

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY21-120 – Paper and Plastic Items 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 **Paper and Plastic Items for Cafeterias**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, or via e-mail to Larissa.Seda@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

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

SECTION 2, SUBMITTAL REQUIREMENTS

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

COMPLETION OF BIDS

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

PRICING CORRECTIONS

If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

DUE DATE

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO BID"

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return to the address indicated above or via e-mail to Larissa.Seda@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Larissa Seda
Purchasing Agent

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

INVITATION TO BID (ITB)

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

JULY 1, 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 and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:

FY21-120

RELEASE DATE:

JUNE 9, 2020

PURCHASING AGENT:

**Larissa Seda
754-321-0524**

BID TITLE:

Paper and Plastic Items 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 III, 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.

Manual Signature of Authorized Representative

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 2	<input checked="" type="checkbox"/> Electronic Bid Summary Worksheet (Excel and .PDF formats)	<input checked="" type="checkbox"/> Local Bidder's Preference Form Section 9, Attachment 3
<input checked="" type="checkbox"/> Conflict of Interest Form Section 7, Attachment 1	<input checked="" type="checkbox"/> Certificate of Debarment General Section 9, Attachment 6	<input checked="" type="checkbox"/> Samples-Special Condition 11	<input checked="" type="checkbox"/> Descriptive Literature – Special Condition 10
<input checked="" type="checkbox"/> W-9 Form (Special Condition 28)	<input checked="" type="checkbox"/> Applicable S/M/WBE forms Section 8		

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 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document

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

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

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

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

37. (Continued): including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

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

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

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

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

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

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

b) AWARDDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDDEE, its agents, servants or employees; the equipment of the AWARDDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDDEE or the negligence of AWARDDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

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

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and 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.
- 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. **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION** (Refer to Section 8 – Supplier Diversity Outreach Program for the applicable Affirmative Procurement Initiative (s) for this solicitation): SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A 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 businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **PAPER AND PLASTIC ITEMS FOR CAFETERIAS** as specified herein. The scope of requirements includes, but is not limited to, **PAPER AND PLASTIC ITEMS FOR CAFETERIAS**. Unit prices quoted shall include all shipping costs and delivery (F.O.B. destination) to **SBBC's Central Warehouse** (See address in Special Condition 26). SBBC personnel will unload.
2. **BID SUBMITTAL:** Bidders must submit the following with their bid, in time for Bid opening:
 - a. One (1) signed hard-copy of the ITB including the Bid Summary Worksheet. All signatures must be in original.
 - b. One (1) identical electronic version of the bid, in PDF Format on a flash drive. (Please no CDs).
 - c. Bid Summary sheet, in an Excel (.xls) format on the flash drive.
 - d. Samples and Descriptive Literature (per Special Conditions 10 and 11)

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 FY21-120 – Paper and Plastic Items for Cafeterias

Bidders are encouraged to use the mailing label provided on Attachment 7, Mailing Label, at the end of this document. No faxed or emailed bids will be accepted.

3. **TERM:** The award of this bid shall establish a contract for the period **beginning from October 1, 2020, or as specified by the School Board, and continuing through November 30, 2021 unless terminated earlier, pursuant to this bid.** Bids shall not be considered for a shorter period of time. All prices quoted must be firm for the period as stated in Special Condition 21 – Price Adjustments. Items shall be ordered on an as-needed basis. 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.
4. **AWARD:** In order to meet the needs of SBBC, each ITEM or GROUP shall be awarded up to the two lowest responsive and responsible bidders meeting specifications, terms and conditions. The lowest Awardee for an item shall be considered the primary vendor and should receive the largest volume of work. The second lowest bidder is considered the Alternate; SBBC reserves the right to procure goods from the alternate Bidder if: a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC.

Unit prices must be stated in the space provided on the electronic Bid Summary Sheet. Bids for **individual items (not in groups)** must meet specifications in order to be considered for award. For **items in groups**, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group shall be disqualified. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications.

Please refer to Section 8 – Supplier Diversity Outreach Program (SDOP) for information about the Affirmative Procurement Initiatives that will apply to the award of this solicitation.

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.

SECTION 4 – SPECIAL CONDITIONS (Continued)

5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Ms. 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 June 19, 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.
6. **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 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 21 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
7. **BIDDING PREFERENCE LAWS:** **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 9, ATTACHMENT 3 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 9, Attachment 3, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. **Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.**
8. **CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** 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 (Section 9, Attachment 6). 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.)**
9. **STANDARDIZATION:** In order for schools to continue purchasing paper and plastic items consistent with the system currently used in the District, bids shall only be accepted on the make and models specified where **"NO SUBSTITUTES"** is indicated. If a Bidder wishes to offer a product different from what's approved, it shall be **for future bidding.** Bidder will need to submit a sample of the product to SBBC for testing purposes.

SECTION 4 – SPECIAL CONDITIONS (Continued)

10. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this bid (**allowed only where 'or equivalents meeting bid specifications' is stated**), it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID (PREFERABLY) OR UPON REQUEST.** Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified on the bid. Descriptive literature will need to be labeled with the bidder's name, bid number and bid item number. **Failure to provide this descriptive literature as indicated will result in disqualification of bid submitted for the item or group.**
11. **SAMPLES:** If bidding other than the make(s) and model(s) specified in this bid (**allowed where 'or equivalents meeting bid specifications' is stated**), **bidders must be prepared to provide SBBC with the exact sample of the bid item offered, in time for bid opening (preferably) or upon request,** at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER AND BID ITEM NUMBER.** SBBC reserves the right to **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).

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

Procurement & Warehousing Services, ATTN: Larissa Seda
The School Board of Broward County, Florida
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

REF: Bid No. FY21-120 – Paper and Plastic Items for Cafeterias

12. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet is:
- a) **no longer available** and has been replaced with a new updated model with new specifications, the Bidder must note the new model on their bid summary worksheet, and **submit complete descriptive literature** on the new model number with their bid (preferably) or upon request for the bid to be considered. Samples may be required to verify conformance with specifications.
 - b) **incorrect, the corrected model number must be noted** on the Bid Summary Sheet, in the space provided, and submit complete descriptive literature, with their bid (preferably) or upon request for the bid to be considered. Failure to provide the descriptive literature as indicated will result in disqualification of the bid for the item. Samples may be required to verify conformance with specifications.
13. **DELIVERY:** Bidder should indicate on the Bid Summary Sheet, in the spaces provided, the delivery time required after receipt of purchase order (ARO) for the bid item. **Delivery must not exceed 30 days after receipt of purchase order.** Offers, which exceed this period, may be rejected if it is in the best interest of SBBC. Failure to indicate a delivery time on the Bid Summary Sheet will indicate bidder will agree to deliver the bid items within 30 days ARO. Orders must be filled as received and are not to be batched together.

Awardee(s) are expected to have adequate stock or ordering systems that will ensure deliveries are promptly and accurately fulfilled as required and to immediately communicate to SBBC of any issues that may delay deliveries so that corrective action is taken.

SECTION 4 – SPECIAL CONDITIONS (Continued)

- 14. MINIMUM ORDER QUANTITY:** Bidder is to indicate, in the space provided, their minimum order for each bid item or group, which must not exceed the minimum item order quantity indicated. Minimum order quantities and prices offered by the bidder shall include all shipping costs for each individual item or group item. No additional charges will be allowed. Any bid which stipulates minimum orders by dollar amount, or by brand/manufacturer will not be considered for award. Each item must be bid separately and no attempt is to be made to tie any item(s) with any other item(s) in the bid document. Doing so will result in disqualification of the bid submitted for that item(s). A Bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated. Orders are to be filled as received and are not to be batched together. For items in groups, minimum shipment quantities offered are not to exceed the quantities indicated for the group. SBBC may order items from that group in any configuration, meeting minimum order quantities.
- 15. QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period.
- 16. COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the electronic Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
- 17. FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
- 18. LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to SBBC. No bid shall be considered unless this is agreed to by the Bidder.
- 19. INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301
- A. Material release number OR the control number
 - B. Purchase Order number
 - C. Complete description of the items
 - D. Itemized list prices
 - E. Total dollar amount shall be net

SECTION 4 – SPECIAL CONDITIONS (Continued)

- 20. MODEL UPDATES:** If, during the contract period, the awarded model is discontinued by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing (including a letter from the manufacturer), of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval. The replacement item must meet or exceed the specifications of the original contract item and be offered at the original bid price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff at no cost to SBBC. SBBC shall not be held liable for any damages incurred to the product during evaluation.
- 21. PRICE ADJUSTMENTS:** Unit prices offered on this bid must remain firm for the first twelve (12) months of this contract. Any request for price adjustment, with proper documented justification (letter from manufacturer indicating a price increase for the entire industry, not only for SBBC), shall be submitted, in writing, to the Procurement and Warehousing Services Department at least thirty (30) days prior to the effective date of the requested adjustment and take effect only when the Awardee has received written approval from SBBC. Any price adjustment invoiced without prior 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%. Price adjustment requests shall be evaluated on an annual basis thereafter.
- Contract renewal periods for price increases will be subject to the same process. Price adjustments shall be negotiated in good faith with the Awardees and SBBC reserves the right to reject any price adjustments and cancel the renewal of any contract with an increase in prices.
- 22. PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices should be extended to SBBC.
- 23. ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee shall be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee shall be responsible for any disposition charges.
- 24. PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 25. WARRANTY:** Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
- 26. CENTRAL WAREHOUSE ADDRESS AND RECEIVING HOURS:** The Central Warehouse is located at: **3800 NW 10th Avenue, Fort Lauderdale, Florida 33309**. Receiving hours are from 7:00 a.m. to 1:30 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 1:30 p.m. Call for a delivery appointment at 754-321-4725.

SECTION 4 – SPECIAL CONDITIONS (Continued)

27. CENTRAL WAREHOUSE DELIVERY AND PALLETS:

- a. On large orders, half trailer or larger, the Awardee shall call SBBC, Central Warehouse at 754-321-4721 prior to delivery to arrange for a delivery schedule.
- b. Product must be shipped shrink wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **Central Warehouse shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Central Warehouse reserves the right to reject the shipment. The acceptable pallet grades shall be:
 - i. **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet shall have no plates and no companion stringers.
 - ii. **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.
 - iii. **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.

28. **W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid. ***The W-9 form should also be accompanied by a printout of the bidder's corporation record as registered with the Division of Corporations, Florida Department of State which can be accessed at www.sunbiz.org.***

29. ITB TIMELINE:

a. Release of ITB	June 9, 2020
b. Written Questions due on or before 5:00 p.m. ET in Procurement & Warehouse Service Department:	June 18, 2020
c. Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704	July 1, 2020
d. Posting or Recommendation	July 27, 2020

30. APPLICABLE STANDARDS, ORDERS, AND REGULATIONS:

Awardee shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

1. If this Contract is in excess of \$100,000, the SFA and 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)

SECTION 4 – SPECIAL CONDITIONS (Continued)

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)

31. 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.

SECTION 5, BID SUMMARY SHEET

PLEASE USE NEW EXCEL SPREADSHEET

FY21-120 BID SUMMARY WORKSHEET

AVAILABLE AS AN ATTACHMENT FOR DOWNLOAD IN DEMANDSTAR

The Electronic Bid Summary Worksheet must be submitted as per Special Condition 2 – Bid Submittal, in time for bid opening.

The Excel spreadsheet will calculate out the Total Per Bid Line Item and also the Group Total.

All materials submitted with bids need to be clearly marked with:

1. Bidder's Name
2. Bid Number
3. Bid Title

The electronic file has TWO sections (tabs):

COMPANY REPRESENTATIVE: Bidder is requested to fill out their contact information as per Special Condition 16.

Sample:

Bidder Info	
Company Name	
Company Representative	
Email Address	
Phone Number	

BID SUMMARY WORKSHEET: Bidder MUST fill out the sheet to offer their corresponding price per unit of measure as stated.

Sample:

ENTER BIDDER'S NAME HERE												
BID GROUP	ITEM	SBBC use only	Description	Specifications	Approved Brands and Models	Brand Offered	Model Offered	Quantity per Case	Delivery Days ARO (Not to Exceed 30 Days)	Min. Ship to Whse (Spec. Cond. 14)	Min. Ship Not to Exceed	Estimated Quantity
1	A	1000381	Wrap, Utility Plastic with Slide Safety Cutter 18"	Refer to Section 6 – Bid Specifications	ONLY Approved Brands: AEP Borden Model 30510400 with ZipSafe ZS182, Western Plastic Model 1822, Darnel Model SDAJ18-2000F ONLY.					Enter min ship for group 1 in cell below	Group Item 1 Min. Ship Below	350
1	B	1000380	Wrap, Utility Plastic with Slide Safety Cutter 12"	Refer to Section 6 – Bid Specifications	ONLY Approved Brands: AEP Borden Model 30510200 (SW122) with ZipSafe ZS122, Western Plastics Model 1222, Darnel Model SDAJ12-2000F ONLY						150	250
				Refer to Section 6 – Bid Specifications	ONLY Approved Brands: Reynolds Model 7543, Sanyo Model 300000, Borden Model							

SECTION 6, BID SPECIFICATIONS

For items in GROUPS, it is necessary to bid on EVERY ITEM IN THE GROUP and ALL ITEMS IN THE GROUP MUST MEET SPECIFICATIONS to be considered for award. Enter prices offered in Excel Summary Worksheet.

Item #		ITEM 1 - TO BE AWARDED AS A GROUP
1A	SAP Number:	SAP #1000381
	Item Name:	WRAP, UTILITY PLASTIC WITH SLIDE SAFETY CUTTER 18"
	Description:	<p>Polyvinylchloride (PVC) 18 gauge film must provide strong cling for tightest seal without ripping or tearing from dispenser box. Must have a clean cut from dispenser box. Minimum 17-3/4" x 2000' in cutter dispenser box. Dispenser box must have a safe slide cutter or equivalent with a grip knob feature and "trolley" enclosure or equivalent to keep cutting blade locked safely and securely inside unit to minimize blade exposure. Slide cutter made of high-impact plastic and FDA approved. <u>Cutter shall not have any exposed blade(s).</u></p> <p>Product will be ordered per roll. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Berry AEP Model 30510400 with ZipSafe ZS182, Western Plastic Model 182Z, Darnel Model SDAJ18-2000F NO SUBSTITUTES.</p>

Item#		ITEM 1 - TO BE AWARDED AS A GROUP
1B	SAP Number:	1000380
	Item Name:	WRAP, UTILITY PLASTIC WITH SLIDE SAFETY CUTTER 12"
	Description:	<p>Polyvinylchloride (PVC) 18 gauge film, clear. PVC film must provide strong cling for tightest seal without ripping or tearing from dispenser. Must have a clean cut from dispenser box. Color: Clear. Minimum 11-3/4" x 2000' in cutter dispenser box. Dispenser box must have a safe slide cutter or equivalent with a grip knob feature and "trolley" enclosure or equivalent to keep cutting blade locked safely and securely inside unit. Slide cutter made of high-impact plastic. FDA approved. <u>Cutter shall not have any exposed blade(s).</u></p> <p>Product will be ordered by roll. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Berry AEP Model 30510200 (SW122) with ZipSafe ZS122, Western Plastics Model 122Z, Darnel Model SDAJ12-2000F NO SUBSTITUTES.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

<u>Item#</u>		
2	SAP Number:	1000364
	Item Name:	WRAP, FOIL SANDWICH
	Description:	<p>Aluminum foil, honeycomb laminated paper lined, cushion-fold, minimum sheet size 10-1/2" x 13". Pre-cut, inter-folded. Packed 500 sheets per package, 4 – 5 packages per case; 2,000 - 2500 total sheets per case. FDA approved. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Product will be ordered by case. (Unit price per sheet X number of sheets per case = cost per case.</p> <p>Approved Brands: Reynolds Model 7512, Bagcraft Model 300809, Brown Paper Goods Model 5C13, Durable Model 1310FLS, Volflex FS003 NO SUBSTITUTES.</p>

<u>Item#</u>		<u>ITEM 3 - TO BE AWARDED AS A GROUP</u>
3A	SAP Number:	1003973
	Item Name:	WRAP, FOIL SANDWICH, PRINTED, RED/YELLOW
	Description:	<p>Aluminum foil, honeycomb laminated paper lined, cushion-fold, minimum sheet size 10-1/2" x 14". Red/yellow three-in-one printed "hamburger/ cheeseburger/special". Resists curl. Note: Product to be ordered in full case quantities. FDA Approved. Packed 4 packages of 500/sheets. Packed 2,000 sheets/case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by the case (unit price per sheet x number of sheets per case = cost per case.)</i></p> <p>Approved Brands: Bagcraft Model 300854, Brown Paper Goods Model 5C14-HC, Volflex FS016 or equivalents meeting bid specifications.</p>

<u>Item#</u>		<u>ITEM 3 - TO BE AWARDED AS A GROUP</u>
3B	SAP Number:	1003976
	Item Name:	WRAP, FOIL SANDWICH, PRINTED, BLUE
	Description:	<p>Aluminum foil, honeycomb laminated paper lined, cushion-fold, minimum sheet size 10-1/2" x 13". Blue checked design. FDA Approved. Packed 4 packages of 500/sheets. Packed 2,000 sheets/case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by case. (Unit price per sheet X number of sheets per case = cost per case).</i></p> <p>Approved Brands: Bagcraft Model 300829, Brown Paper Goods Model 5C13-BL, Volflex FS009 or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 3 - TO BE AWARDED AS A GROUP
3C	SAP Number:	1003975
	Item Name:	WRAP, POLY WAX SANDWICH - BLUE OR RED PRINTED "DELICIOUS"
	Description:	<p>Minimum size: 15" x 16". Blend of Polyethylene and wax on one side for heat and moisture retention. Note: Product to be ordered in full case quantities. Packed two packages of 500/sheets. Packed 1,000 sheets/case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by the case (unit price per sheet x number of sheets per case = cost per case.)</i></p> <p>Approved Brands: Bagcraft Model 300334, Brown Paper Goods Model 7P15R, or equivalents meeting bid specifications.</p>

Item#		
4	SAP Number:	1000383
	Item Name:	BAG, DRY WAX SANDWICH
	Description:	<p>Minimum 6-3/4" x 6-1/2". Packed 1000 - 8000 per box. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by box, not by case. A box is not a case. It is an individual box within a case. (Unit price per bag X number of bags per box = cost per box).</i></p> <p>Approved Brands: Bagcraft Model 300401, Specialty Packaging Model 1201, Brown Paper Goods Model 704, Fischer Paper Model 508 NO SUBSTITUTES.</p>

Item#		
5	SAP Number:	1000341
	Item Name:	BAG, PLASTIC FOOD – GUSSETED
	Description:	<p>Minimum 21" x 6" x 35", Maximum 22" x 7" x 36". Packed 200 - 500 per case. Minimum .65 mil thickness. Product must be shipped shrink-wrapped on pallets. No pallet exchange. (See Special Condition 27).</p> <p><i>Product will be ordered by case. (Unit price per bag X number of bags per case = cost per case).</i></p> <p>Approved Brands: Interboro Model 21635-HVY, or equivalent meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
6	SAP Number:	1000342
	Item Name:	BAG, FREEZER STORAGE FOOD WITH TIES
	Description:	<p>Minimum size 12" x 18". Flat bag, 6 - 8 quart size. To be made of high-density polyethylene film in a roll dispenser box. Thickness: minimum .6 mil. Storage bags shall be FDA approved for food storage. NOTE: Product must be indicative of the primary use required of this bid. Bags manufactured for other than food storage shall not be accepted. Surface writeable with ballpoint pen. <u>Minimum of 1000 twist ties must be packaged in each box.</u> Packed 1000 per box. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Bag color: Clear (see through).</p> <p><u>Product will be ordered by box, not by case. A box is not a case. It is an individual box within a case. (Unit price per bag X number of bags per box = cost per box).</u></p> <p>Approved Brands: Handgards Model FB-18RM 303679976, Interboro #INT1218HVV–Or equivalent meeting bid specifications.</p>

Item#		
7	SAP Number:	1000343
	Item Name:	COVER, BUN RACK
	Description:	<p>Minimum size 52" x 80", star seal top, to be made of high-density/tear resistant polyethylene film. Minimum thickness .6 mil. Color: Clear (see through). Must fit over standard open backer's rack size 27"W x 21-1/2"L X 71-1/2"H and cover sheet pans without tearing. Product must cover entire rack. Shorter covers will not be accepted. Covers that tear on rack will not be accepted. Packed 50 per case. Provides an excellent moisture vapor barrier.</p> <p>FDA approved for food service. NOTE: Product must be indicative of the primary use required for this bid. Covers used for other than food service shall not be accepted.</p> <p><u>Packed not to exceed 50 covers per roll.</u></p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by a roll. (Unit price per cover X number of covers on a roll = cost per roll).</u></p> <p>Approved Brands: Handgards Model RP-8052, Interboro Model INT-5380-H, Elkay BOR5280 <u>NO SUBSTITUTES</u></p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
8	SAP Number:	1000346
	Item Name:	CUP, PAPER DRINKING - FIVE-OUNCE SIZE
	Description:	<p>Waxed. Packed 1000 - 3000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u></p> <p>Approved Brands: Dixie (Georgia Pacific) Pathways 58WS, Solo Model R53-00055, Graphic Packaging International Model 219184/5 PCM Effervescence or equivalents meeting bid specifications.</p>

Item#		
9	SAP Number:	1000373
	Item Name:	Plate, Paper - 8-1/2" to 9"
	Description:	<p>Molded paper, plasticized finish, white or patterned, medium weight, deep well. Three layer design with soak proof shield (clay coated). Packed 500 to 1,000 per case.</p> <p><u>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</u></p> <p><u>Product will be ordered by case. (Unit price per plate X number of plates per case = cost per case.)</u></p> <p>Approved Brands: Georgia Pacific/Dixie Model UX9PATH, Solo Model MP9-J8001, Solo Model MP9B-2054, Huhtamaki Model 25775, Huhtamaki Model 43013 NO SUBSTITUTES.</p>

Item#		ITEM 10 TO BE AWARDED AS A GROUP
10A	SAP Number:	1000348
	Item Name:	CUP, TWO-OUNCE SIZE – TRANSLUCENT
	Description:	<p>Plastic must be free of sharp edges or burrs.</p> <p>10A and 10B must be of the same brands to be compatible with the Dart items that are currently stocked in SBBC's Central Warehouse.</p> <p>Plastic edge must be smooth to the touch, rolled rim. Packed 2,400, 2,500 or 5,000 per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u></p> <p>Approved Brands: Pactiv YS-200, Solo 200PC, Fabrikal Model PC200, Dart P200N, or Victoria Bay VBPC200 NO SUBSTITUTES (Samples may be required)</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 10 TO BE AWARDED AS A GROUP
10B	SAP Number:	1000351
	Item Name:	LID, TWO-OUNCE SIZE – CLEAR
	Description:	<p>Translucent lid is <u>not</u> acceptable. Plastic must be free of sharp edges or burrs. Plastic edge must be smooth to the touch.</p> <p>10A and 10B must be of the same brands to be compatible with the Dart items that are currently stocked in SBBC's Central Warehouse.</p> <p>Packed 2,400, 2,500 or 5,000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i><u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u></i></p> <p>Approved Brands: Pactiv/Prairie YLS2FR, Solo Model PL2N, Fabrikal Model XL250PC25, or Victoria Bay <u>NO</u> SUBSTITUTES.</p> <p>(Samples may be required)</p>

Item#		
11	SAP Number:	1000368
	Item Name:	LINER, PAN
	Description:	<p>Minimum size: 16-3/8" x 24-3/8"; Quilon treated or treated with high-density paper, grease proof, minimum 24# finished weight. Packed 1000 liners per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i><u>Product will be ordered by case. (Unit price per liner X number of liners per case = cost per case).</u></i></p> <p>Approved Brands: Bagcraft Model BC25Q1, Georgia Pacific (Dixie) Model LO10, Tincum R-49, D&W Fine Pack Model BPL-R49, Norpak Model F25Q1M, Durable Packaging QPL-25 <u>NO</u> SUBSTITUTES.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
12	SAP Number:	1000365
	Item Name:	NAPKIN, PAPER (CAFETERIA)
	Description:	<p>Size: 12"-13" x 17". Folded size: 5" x 6 ½" Must have a minimum of 30% post-consumer recycled material content. One-ply dispenser napkin. Shall be embossed and free of holes and tears. To be soft and absorbent with edges cleanly cut.</p> <p>Napkin must fit Napkin Dispenser from Dispense-Rite Model NLO-SWNH.</p> <p>Cases shall be stackable corrugated boxes. Packed 6000 – 7200 sheets per case, 500 - 600 sheets per pack. 12 packages per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per sheet X number of sheets per case = cost per case).</u></p> <p>Approved Brands: Tork Model D802A, Cascades 4802, or equivalents meeting bid specifications.</p>

Item#		
13	SAP Number:	1000388
	Item Name:	STRAW PAPER, JUMBO STANDARD BLACK OR WHITE WRAPPED 7-3/4"
	Description:	<p>Paper, individually wrapped. Environmentally friendly, paper wrapped for superior sanitation. Packed 250, 500 or 1000 straws per box, 6,000-12,000 straws per case</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per straw X number of straws per case = cost per case).</u></p> <p>Approved Brands: Daxwell Model C10005005, Joinhot Model FFBH, D&W Fine pack DSJW24-500S or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
14	SAP Number:	1000337
	Item Name:	APRON, WHITE POLYPROPYLENE
	Description:	<p>Polyethylene Coated Polypropylene Apron, product is 100% latex free, bib-style, non-woven, must be flame resistant, textured, minimum 28" wide x 36" long. Packed 100 per case.</p> <p>Components must comply with provisions of the Federal Food, Drug, and Cosmetic Act for use in direct contact with food.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per apron X number of aprons per case = cost per case).</u></p> <p>Approved Brands: Safety Zone Model DAPP-28X36-PE, or equivalents meeting bid specifications.</p>

Item#		
15	SAP Number:	1007650
	Item Name:	GRAB & GO BAG WITH HANDLE
	Description:	<p>Custom 12" x 12" x 3" bag with Food & Nutrition "Power Up" Logo – three (3) colors on two (2) sides. Super top wave handle with round die cut 2.25" open circle for carrying. Custom made for Broward County Grab and Go breakfast and lunch programs designed to transport reimbursable meals to various locations or classrooms. Resin mix BB basic. 3 colors 2 sides. Minimum gauge 1.3 mil. Film Type: HD. 1000 bags per case. Samples may be required.</p> <p>(See Section 6.1 – Illustrations)</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per bag X number of bags per case = cost per case).</u></p> <p>Approved Brand: Mission Nutrition Model #M75150, or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
16	SAP Number:	1000390
	Item Name:	STRAW, 4-3/4" TO 5-1/2"
	Description:	<p>Mini-sip, individually wrapped. One end pointed at a 45-degree angle to puncture juice. Color: white, yellow or red. Diameter approximately 1/8".</p> <p><u>FDA approved food grade polypropylene.</u></p> <p>Packed: 300, 500 or 1000 bundles per box; 12,000 straws per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per straw X number of straws per case = cost per case).</u></p> <p>Approved Brands: D&W Fine Pack Model SSW24-500R, Daxwell C10003502 or equivalents meeting bid specifications.</p>

Item#		ITEM 17 - TO BE AWARDED AS A GROUP
17A	SAP Number:	1004131
	Item Name:	TRAY, HALF POUND
	Description:	<p>Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #50, 85 9/32" L x 3 3/4" W x 1 3/8" H. Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers.</p> <p>Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</u></p> <p>Approved Brands: Southern Champion Model 0409, SQP Model 8150, SQP Model 8708, Dixie Model RP50, Huhtamaki Model 35122037 or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		<u>ITEM 17 - TO BE AWARDED AS A GROUP</u>
17B	SAP Number:	1000392
	Item Name:	TRAY, ONE-POUND
	Description:	<p>Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. Poly coated or clay coated #100, 6.5" L x 4.375" W x 1.5" H. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers.</p> <p>Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. Pallets to be standard 40" x 48". No pallet exchange.</p> <p><i>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</i></p> <p>Approved Brands: Georgia Pacific (Dixie) Model RP1008, Superior Quality Products (SQP) Model 8151, Southern Champion Model 0413, Huhtamaki Model 35122040 <u>NO SUBSTITUTES.</u></p>

Item#		<u>ITEM 17 - TO BE AWARDED AS A GROUP</u>
17C	SAP Number:	1000393
	Item Name:	TRAY, TWO-POUND
	Description:	<p>Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #200, 6.5" L x 4.75" W x 1.75" H Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers.</p> <p>Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</i></p> <p>Approved Brands: Georgia Pacific (Dixie) Model RP-2008, Superior Quality Products (SQP) Model 8152, Southern Champion Model 0417, Huhtamaki Model 35122042 <u>NO SUBSTITUTES.</u></p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 17 - TO BE AWARDED AS A GROUP
17D	SAP Number:	1000394
	Item Name:	TRAY, THREE-POUND
	Description:	<p>Packed 500 to 1000 per case. Product offered must have the same capacity as approved brands. #300, 8.125" L x 5.875" W x 2.125" H Poly coated or clay coated. Trays are to be smoothly coated for non-absorption of food, leak-proof safety. Oblong shape made of bleached sulfate stock or 100% recycled fibers. Items must be shipped shrink-wrapped on pallets for fork-lifting. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case).</i></p> <p>Approved Brands: Georgia Pacific Model RP-3008, Superior Quality Products (SQP) Model 8153, Southern Champion Model 0425, Huhtamaki Model 35122045 NO SUBSTITUTES</p>

Item#		ITEM 18 - TO BE AWARDED AS A GROUP
18A	SAP Number:	1003978
	Item Name:	GLOVE, VINYL MEDIUM DISPOSABLE – FOODSERVICE
	Description:	<p>Powder-free with rolled cuff. Made from PVC. Latex-free. Color: Natural. Ambidextrous, non-sterile, single use only. Minimum thickness: 2.5 mil. Length: 9". Glove must not tear when stretching over hand. Medium Size Only. FDA Approved. Packed 100 gloves per box 10 boxes per case.</p> <p>Must be shipped shrink-wrapped on pallets.</p> <p><i>Product will be ordered by the case (unit price per gloves x number of gloves per case = cost per case.)</i></p> <p>No pallet exchange.</p> <p>Approved Brands: Inteplast Model VF002, Safety Zone Model GVP9-MD-1-SY, Daxwell F10001748 NO SUBSTITUTES</p>

Item#		ITEM 18 - TO BE AWARDED AS A GROUP
18B	SAP Number:	1003979
	Item Name:	GLOVE, VINYL LARGE DISPOSABLE - FOODSERVICE
	Description:	<p>Powder-free with rolled cuff. Made from PVC. Latex-free. Color: Natural. Ambidextrous, non-sterile, single use only. Minimum thickness: 2.5 mil. Length: 9". Glove must not tear when stretching over hand. Large Size. FDA Approved. Packed 100 gloves per box 10 boxes per case.</p> <p><i>Product will be ordered by the case (unit price per gloves x number of gloves per case = cost per case.)</i></p> <p>Must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Inteplast Model VF003, Safety Zone Model GVP9-LG-1-SY, Daxwell F10001750 NO SUBSTITUTES</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 19 - TO BE AWARDED AS A GROUP
19	SAP Number:	1007670
	Item Name:	GLOVE, VINYL XX LARGE DISPOSABLE – FOODSERVICE
	Description:	<p>Powder-free with rolled cuff. Made from PVC. Latex-free. Color: Natural. Ambidextrous, non-sterile, single use only. Minimum thickness: 2.5 mil. – 3.0 mil. Length: 9". Glove must not tear when stretching over hand. Double X Large Size. FDA Approved. Packed 100 gloves per box 10 boxes per case.</p> <p><i>Product will be ordered by the case (unit price per gloves x number of gloves per case = cost per case.)</i></p> <p>Must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Daxwell F10004559 or equivalents meeting bid specifications.</p>

Item#		
20	SAP Number:	1003980
	Item Name:	CONTAINER, PLASTIC, MEDIUM, WITH SHALLOW-HINGED LID
	Description:	<p>Medium container, clear, shallow, wide side and corner ribbing for extra strength and help to avoid crushing, quick and easy snap-tight locking, hard no stick design. Minimum Size 8-1/2" x 7 15/16" x 2-5/8". Maximum Size: 8 – 13/64" x 8-11/32" x 2-29/32".</p> <p><i>Product will be ordered by case (unit price X number of containers per case = cost per case).</i> Packed 250 per case.</p> <p>Must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Pactiv Model YCI811200000, Pactiv Model YCI821200000, DFI (Detroit Forming) Model LBH-874 or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
21	SAP Number:	1003981
	Item Name:	CONTAINER, PLASTIC, OBLONG, WITH SHALLOW-HINGED LID
	Description:	<p>Oblong small container, clear, dual bar-locks, label window, stacking platform, chamfered corners, sidewall ribbing for maximum strength and opening tab and dimple for easy opening. Size 7" x 6" x tab and dimple for easy opening. Crush resistant. Minimum Size 6-7/8" x 5-7/8" x 2 1/8". Maximum Size: 7-1/2" x 6-1/4" x 2-1/4".</p> <p>If bidding other than specified, samples will be tested within the District. Lid must close securely with minimum number of meal components.</p> <p><u>Product will be ordered by case (unit price per container x number of containers per case = cost per case).</u> Packed 250 to 500 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Dart "Staylock" #C26UT1, DFI (Detroit Forming) Model LBH-651 or equivalents meeting bid specifications.</p>

Item#		ITEM 22 - TO BE AWARDED AS A GROUP
22A	SAP Number:	1004061
	Item Name:	CONTAINER, HINGED-LID, THREE-COMPARTMENT FOAM
	Description:	<p>White foam material made from polystyrene. Size 9 1/2" W x 9 1/4" L x 3" H or 9"W x 9"L x 3.5" high. Insulated for transporting and storing cold and hot food. Non-perforated hinge. Container features a double lock closure or a "knuckle" locking tab intended to prevent accidental opening. When closed a perimeter keeps food secure, reducing leaks. Tabs on base ensure containers stay closed when picked up by the lid.</p> <p><u>Product will be ordered by case (unit price per container x number of containers per case = cost per case)</u> Packed 150 - 200 per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Dart 95HT3, Pactiv YTD1-99030000, Genpak Model SN203VW-H-0183400 or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		<u>ITEM 22 - TO BE AWARDED AS A GROUP</u>
22B	SAP Number:	1005900
	Item Name:	CONTAINER, HINGED-LID, SINGLE COMPARTMENT FOAM
	Description:	<p>White foam material made from polystyrene. Size 9-1/2"W x 9"L x 3"H or 9"W x 9"L x 3.5"H. Interior bottom minimum dimension to be 6-7/8" x 6-7/8". Used to transport food in styrofoam cups. Container must hold 3 each 6 oz. styrofoam cups Wincup Model F6 without tipping. Insulated for transporting and storing cold and hot food. Non-perforated hinge. Container features a double lock closure or a "knuckle locking" tab intended to prevent accidental opening. When closed a perimeter keeps food secure, reducing leaks. Tabs on base ensure containers stay closed when picked up by the lid.</p> <p><u>Product will be ordered by case (unit price per container x number of containers per case = cost per case).</u></p> <p>Packed 150 – 200 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Dart Model 95HT1R, Dart Model 95HTPF1R or equivalents meeting bid specifications.</p>

Item#		<u>ITEM 23 - TO BE AWARDED AS A GROUP</u>
23A	SAP Number:	1000357
	Item Name:	CUPS, FIVE AND ONE-HALF OUNCE SIZE, TRANSLUCENT
	Description:	<p>Plastic must be free of sharp edges or burrs. <u>Height of cup not to exceed 1-7/8 inches.</u> Must be smooth to the touch with rolled rim to ensure side wall integrity.</p> <p>Product must be compatible with Pactiv Model YLS-5FR (Item 27B) currently stocked in SBBC's Central Warehouse.</p> <p>Packed 2000 per case. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by the case in full truckload quantities. (Unit price per cup x number of cups per case = cost per case.)</u></p> <p>Approved Brand: Pactiv Model YS550A <u>NO SUBSTITUTES</u></p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 23 - TO BE AWARDED AS A GROUP
23B	SAP Number:	1000370
	Item Name:	LIDS, 5-1/2 OUNCE SIZE, CLEAR
	Description:	<p>Plastic must be free of sharp edges or burrs. Plastic edge must be smooth to the touch. Packed 2500 per case. Lid must be clear. Lid to firmly snap when placed on cup.</p> <p>Product must be compatible with Pactiv Model YS550A (Item 23A) currently stocked in SBBC's Central Warehouse.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by the case in full truckload quantities. (Unit price per lid x number of lids per case = cost per case.)</u></p> <p>Approved Brand: Pactiv YLS-5FR NO SUBSTITUTES</p>

Item#		
24	SAP Number:	1004400
	Item Name:	CIRCLE, PIZZA 16" CORRUGATED
	Description:	<p>Product made out of corrugated paper 16" diameter with white top to place pizza on for slicing. Corrugated paper will absorb pizza oils. Packed approx. 125 circles per case.</p> <p><u>Product will be ordered by case (unit price per circle X number of circles per case = cost per case).</u></p> <p>Approved Brands: Solo Model WTC16-2050, Menasha Model WT-16, Arvco Model 9000161 NO SUBSTITUTES</p>

Item#		ITEM 25 - TO BE AWARDED AS A GROUP
25A	SAP Number:	1005375
	Item Name:	CUP, CLEAR DRINK
	Description:	<p>Cup Size: 12-14 ounce with top width 3.9", height 4.1" and bottom 2.4". Made from clear polypropylene material, heat resistant, lightweight, shatterproof, and leak proof. To be used with common snap-fit lid and easy removal. Embossed capacity marks. Printable surface. Smooth rolled rim.</p> <p>Product must be compatible with Fabri-Kal Model DLKC16/24NH (Item 29B) currently stocked in SBBC's Central Warehouse..</p> <p>(See Section 6.1 – Illustrations)</p> <p>Packed 1,000 cups per case. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brand: Fabri-Kal Model NC12S NO SUBSTITUTES</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		<u>ITEM 25 - TO BE AWARDED AS A GROUP</u>
25B	SAP Number:	1005374
	Item Name:	LID, DOME FOR DRINK CUP
	Description:	<p>Made from clear polypropylene material, heat resistant, lightweight, and shatterproof. No hole on top of dome lid. Common lid fit.</p> <p>Product must be compatible with Fabri-Kal Model NC12S (Item 29A) currently stocked in SBBC's Central Warehouse.</p> <p>(See Section 6.1 – Illustrations)</p> <p>Packed 1,000 lids per case. Product will be ordered by case.</p> <p>(Unit price per lid X number of lids per case = cost per case) Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brand: Fabri-Kal Model DLKC16/24NH <u>NO SUBSTITUTES</u></p>

Item#		<u>ITEM 25 - TO BE AWARDED AS A GROUP</u>
25C	SAP Number:	1005370
	Item Name:	CUP, INSERT FOR DRINK CUP
	Description:	<p>Cup Size: 4 ounce with top width 3.5", height 1.1", bottom width 2.9". Made from clear polypropylene material, heat resistant, lightweight, and shatterproof. Easy removal – grab and go design. Ideal use for multi-ingredient pairings such as yogurt and granola parfaits.</p> <p>Must be compatible (placement) with drink cup (Item 25A) and not interfere with the snap-fit design of the dome lid (Item 25B). Must be compatible with brand and model listed for Item 25A & 25B.</p> <p>(See Section 6.1 – Illustrations)</p> <p>Packed 1,000 cups per case. <u>Product will be ordered by case. (Unit price per insert X number of inserts per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brand: Fabri-Kal Model CI4 <u>NO SUBSTITUTES</u></p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		<u>ITEM 25 - TO BE AWARDED AS A GROUP</u>
25D	SAP Number:	1005411
	Item Name:	CUP, DRINK CLEAR – 16/18 OZ.
	Description:	<p>Cup made from clear polypropylene for product visibility and is durable and made from shatterproof material. Cup has a rolled rim for drinking comfort and is leak-resistant lid application. Fill identification and portion control lines on cup.</p> <p>Cup must be compatible (snap firmly) with Fabri-Kal Model #LKC16/24F (Item 25E) currently stocked in SBBC's Central Warehouse.</p> <p>(See Section 6.1 – Illustrations)</p> <p>Packaging: 20 bags of 50 cups per bag = 1,000/case. <u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brand: Fabri-Kal Model NC16S <u>NO SUBSTITUTES</u></p>

Item#		<u>ITEM 25 - TO BE AWARDED AS A GROUP</u>
25E	SAP Number:	1005412
	Item Name:	LID, DRINK CUP – FLAT, NO SLOT
	Description:	<p>Lid made from clear polypropylene, flat, no straw slot. Packaging: 10 bags of 100 lids = 1,000/case.</p> <p>Lid must be compatible (snap firmly) with Fabri-Kal Model NC16S (Item 25D) currently stocked in SBBC's Central Warehouse.</p> <p>(See Section 6.1 – Illustrations)</p> <p><u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brand: Fabri-Kal Model LKC16/24F <u>NO SUBSTITUTES</u></p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
26	SAP Number:	1005410
	Item Name:	TRAY, PLASTIC JUMBO – CLEAR
	Description:	<p>Size: 6-1/4"L x 1-3/4"W x 1-3/4"D. Tray made from clear polystyrene plastic. Tray used to place wraps and sandwiches. Tray is used to specifically dispense sandwiches and wraps in Star Food Vending Machine #964016. Product must properly fit in carousel (dispense chamber) of machine. Ribbed sides for ease of handling. Packaged: 1,080 trays per case.</p> <p><u>Product will be ordered by case. (Unit price per tray X number of trays per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>(See Section 6.1 – Illustrations)</p> <p>Approved Brand: Form Plastics Model 6602-158500 or equivalents meeting bid specifications.</p>

Item#		
27	SAP Number:	1004062
	Item Name:	BAG, POLY – NON VENTED
	Description:	<p>For use in vending machines for serving cold meals for sack lunch or breakfast. FDA Approved. Holds entire meal, tape sealed for sanitation. <u>Product offered must be the type of bag used for this purpose other types of bags will not be accepted.</u> Minimum thickness is .0115 low-density poly. Should not tear with 5 lbs. of product added to bag. Packed: 3,000 bags per case. Approx. size 10" x 15" x 1.5" lip. Wicked on 4" wickets.</p> <p><u>Product will be ordered by case. (Unit price per bag X number of bags per case = cost per case)</u> Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brand: Ekon-O-Pac Model CD1015NV, Serv-Pak 1015NVCB or equivalents meeting bid specifications.</p>

Item#		
28	SAP Number:	1005530
	Item Name:	SODASPOON KIT WITH NAPKIN
	Description:	<p>Sodaspoon and napkin group sealed in a plastic package. One spoon, medium weight, white, 7-13/16" long made of FDA approved 80% polypropylene material. Minimum weight of individual spoon 2.70 grams. One napkin, single ply minimum 12" x 16".</p> <p><u>Product will be ordered by case (unit price X number of kits per case = cost per case).</u></p> <p>Packed 250 or 1,000 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Max Packaging 4163F-B1 or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
29	SAP Number:	1000378
	Item Name:	GLOVE, HEAVY DUTY, MEDIUM TO LARGE, CHEMICAL RESISTANT
	Description:	<p>Black heavy duty unlined latex gloves, 20 – 40 mil thickness. Medium to Large Size. Minimum Length 16", maximum length 17", forefinger length minimum 3". All components must be FDA compliant due to contact with food. Rolled cuff. Glove is primarily used for washing pots and pans. Embossed texture or diamond pattern grip for sure handling. Packed one pair per package.</p> <p><i>Product will be ordered by dozen.</i> Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Safety Zone Model GRBU-LG-6T or equivalents meeting bid specifications.</p>

Item#		
30	SAP Number:	1000336
	Item Name:	FOIL, ALUMINUM
	Description:	<p>Self-dispenser foil rolls. Box stores compactly when not in use. Unaffected by temperature. Always flexible. Heavy-weight minimum .001 gauge, minimum 18" width, 500 ft. per roll. Packed one roll per dispenser carton.</p> <p>Product will be ordered by roll. Product must be shipped shrink-wrapped. No pallet exchange.</p> <p>Approved Brands: Novelis Model 1851, Pactiv Model 624, Western Plastics Model 286, Reynolds Model 624, Handi Foil of America Model 51808, Durable Model 91805 <u>NO SUBSTITUTES.</u></p>

Item#		ITEM 31 TO BE AWARDED AS A GROUP
31A	SAP Number:	1007710
	Item Name:	HOT FOOD CONTAINER, PAPER - SIX-OUNCE SIZE, WHITE
	Description:	<p>Polystyrene Food Container Lid-Translucent, Vented. Plastic must be free of sharp edges or burrs. Plastic edge smooth to the touch. Packed 2000 per case.</p> <p>Note: Must be compatible with Huhtamaki Model 89107 Already stocked in the Central Warehouse</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><i>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</i></p> <p>Approved Brand: Huhtamaki Model 52597 <u>NO SUBSTITUTES</u></p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 31 TO BE AWARDED AS A GROUP
31B	SAP Number:	1007712
	Item Name:	LID, SIX OUNCE SIZE PLASTIC VENTED
	Description:	<p>Polystyrene Food Container Lid-Translucent, Vented. Plastic must be free of sharp edges or burrs. Plastic edge smooth to the touch. Packed 2000 per case.</p> <p>Note: Must be compatible with Huhtamaki Model 52597 cup already stocked in the Central Warehouse.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u></p> <p>Approved Brand: Huhtamaki Model 89107 NO SUBSTITUTES</p>

Item#		
32	SAP Number:	1007713
	Item Name:	CUP, PAPER HOT DRINK, 8-OUNCE
	Description:	<p>Eight-ounce capacity white paper hot drink cup. For hot and cold service, lined with polyethylene which serves as a moisture barrier to prevent leaking. The outside of cup is cooler to the touch than a cup with a sleeve. Drinks stay hotter or colder for a longer period of time. Product contains compostable cellulose fiber. Packed 1,000 per case. No lid required. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u></p> <p>Approved Brands: Huhtamaki Model 62900, Solo Model 378W-2050, Conver Pack 8 oz. hot cup or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		ITEM 33 TO BE AWARDED AS A GROUP
33A	SAP Number:	1007714
	Item Name:	CUP, PAPER COLD –SIXTEEN-OUNCE SIZE
	Description:	<p>Double Sided Poly paper cold cup. Made with plant-based renewable resources. White paper cup, allows for tight fitting lid to prevent spilling.</p> <p>For cold service, slightly flexible yet firm enough for easy handling. Packed 1000 or 1200 per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Note: Must be compatible with Conver Pack L1222-C90-V02 lid already stocked in the warehouse.</p> <p>If bidding other than specified, bidder must supply samples for compatibility check.</p> <p><u>Product will be ordered by case. (Unit price per cup X number of cups per case = cost per case).</u></p> <p>Approved Brand: Conver Pack 16CPC or compatible equivalent.</p>

Item#		ITEM 33 TO BE AWARDED AS A GROUP
33B	SAP Number:	1007715
	Item Name:	LID, 16-OUNCE, TRANSLUCENT WITH STRAW SLOT
	Description:	<p>Translucent or clear polystyrene. Flat cover. Lid must be free of sharp edges or burrs and smooth to the touch. Packed 1,000 or 2,000 per case.</p> <p>Note: Must be compatible with Conver Pack 16CPC cup already stocked in the warehouse.</p> <p>If bidding other than specified, bidder must supply samples for compatibility check.</p> <p>Product must be shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u></p> <p>Approved Brand: Conver Pack L12222-C90-V02 or compatible equivalent.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
34	SAP Number:	1005920
	Item Name:	CONTAINER, SMALL CLEAR PLASTIC WITH HINGED LID
	Description:	<p>Square or slightly rectangular small container, clear, with dual bar locks. Hinged lid with sidewall ribbing for strength. Made of polystyrene. Designed for quick and easy snap-tight, non-stick locking and easy opening. Minimum Size: 5-1/8" x 5-3/4" x 1-3/4". Maximum Size: 5-1/2" x 5-7/8" x 1-7/8".</p> <p>Product to be ordered by case (unit price x number of containers per case = cost per case). Packed 500 per case. Must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p>Approved Brands: Par-Pak Atrium Model 09509, or equivalents meeting bid specifications.</p>

Item#		ITEM 35 TO BE AWARDED AS A GROUP
35A	SAP Number:	1007717
	Item Name:	HOT FOOD CONTAINER, PAPER - EIGHT-OUNCE SIZE, WHITE
	Description:	<p>Paper Food Container, 8-ounce capacity. Holding hot foods up to 205° due to the poly coating on the inside of the container which acts as a moisture barrier to prevent leaking and the matte finish on the outside of the container which conducts less heat on your fingertips. Containers can also be used for cold foods with immediate consumption. Color: white.</p> <p>Note: Must be compatible with Innopak 198058607 lids or item 35B and swap the lids. Samples required if bidding other that specified.</p> <p>(Packed 500 or 1000 per case) Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per container X number of containers per case = cost per case).</u></p> <p>Approved Brand: Innopak 198453838 or equivalents meeting specifications.</p>







Item#		ITEM 35 TO BE AWARDED AS A GROUP
35B	SAP Number:	1007718
	Item Name:	PLASTIC-LID, EIGHT-OUNCE SIZE, TRANSLUCENT VENTED COVER
	Description:	<p>High heat food lids. Flat lid made of polypropylene material fits snugly to reduce spillage. Packed 500 or 1000 per case.</p> <p>Note: Must be compatible with InnoPak cup 198453838</p> <p>If bidding other than Innopak, awarded bidder must swap all excess cases of Innopak lids in the Central Warehouse (not to exceed 30 cases) with the new awarded brand to match the cups. Note: Schools do not use cups & lids on a 1:1 ratio. Samples required if bidding other than specified.</p> <p>Flat cover only. Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per lid X number of lids per case = cost per case).</u></p> <p>Approved Brand: InnoPak 198058607 or equivalents meeting bid specifications.</p>

SECTION 6 – BID SPECIFICATIONS (Continued)

Item#		
36	SAP Number:	100NEW
	Item Name:	HINGED CONTAINER, 3 COMPARTMENT. 9" x 9" x 3" ENVIRO FRIENDLY (NON-STYROFOAM)
	Description:	<p>Clamshell Style, easy to lock to minimize spillage. Made of 100% Natural fibers, sugarcane/bagasse, or mineral filled polypropylene. Color: White or Beige. Pack size 120 to 200 per case.</p> <p>Product must be shipped shrink-wrapped on pallets. No pallet exchange.</p> <p><u>Product will be ordered by case. (Unit price per container X number of containers per case = cost per case).</u></p> <p>Approved brands: Earth Choice Model #YCN809030000, EcoChoice model #99T0993, or Huhtamki model #68006 or equivalents meeting bid specifications.</p>

Item#		
37	SAP Number:	100NEW
	Item Name:	GRAB-N-GO CONTAINER
	Description:	<p>Minimum size 6.7" x 7-1/2" x 2", maximum size 6.8" x 7-3/4" x 2.5"</p> <p>Ready fresh kraft container with hinged lid, large size. Color: brown w/clear lid.</p> <p>Protects food with secure closing and reclosing system. Clear anti-fog lid attached to the base for easy handling. Coated paperboard for superior leak protection.</p> <p>Packed 200/case</p> <p><u>Product will be ordered by case. (Unit price per container X number of containers per case = cost per case).</u></p> <p>Approved brands: Elkay model RF-HGDLG or equivalent meeting bid specifications.</p>

SECTION 6.1, ILLUSTRATIONS


<p>Item 25A– Cup, Clear Drink – 12/14 oz.</p>  <p>NC12S* 12/14 oz. Clear</p>	<p>Item 25B Lid, Dome for Drink Cup – 12/14 oz.</p>  <p>DLKC16/24NH Clear Dome, No Hole</p>
<p>Item 25C– Cup, Insert for Drink Cup</p>  <p>CI4 4 oz. Clear, Cup Insert</p>	<p>Item 25D– Cup, Drink Clear – 16/18 oz.</p>  <p>NC16S* 16/18 oz. Clear</p>
<p>Item 25E – Lid, Drink Cup 16/18 oz. Flat, No Slot</p>  <p>LKC16/24F Clear, Flat No Slot</p>	<p>Item 26 – Tray, Plastic Jumbo – Clear</p>  <p>Note: Product is <u>clear</u> not “white”. Picture is to show the shape of the product.</p>

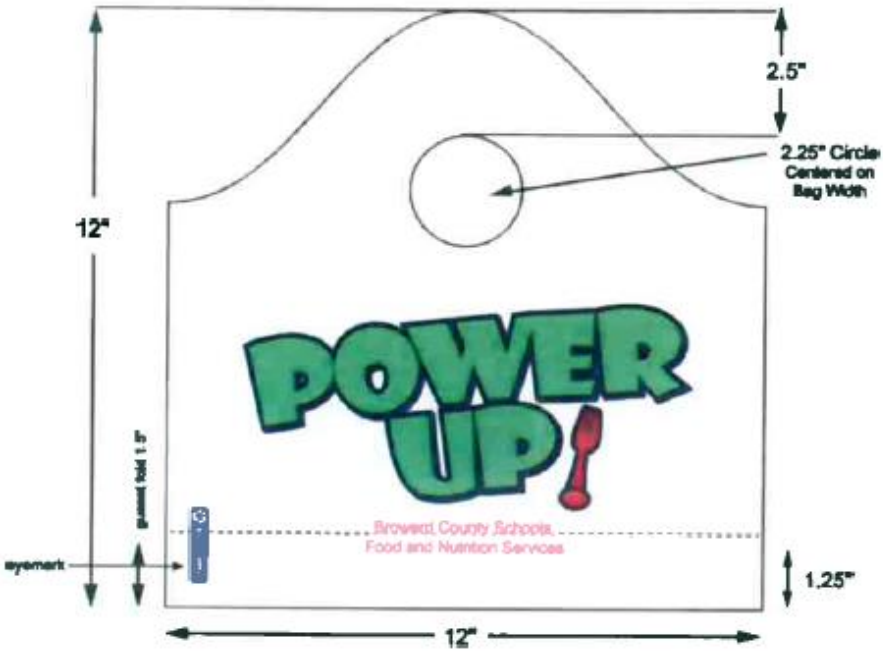
SECTION 6.1, ILLUSTRATIONS (Continued)

Item 15

Slug Number:
No Slug

12x12+3





SKU
PLT

SPECIFICATIONS	
Type:	Super Wave™
Size:	12x12+3
Print:	3 Colors 2 Sides Purple 268, Green 360, Red 171 Image Size 9x5 Dist. from Bottom: 1.25 Wave Depth: 4 Handle Fold: No
Film:	HDOPE BB - Basic Film Frosted Clear (FR) 1.3 Mil
Modified:	3/31/2016

Approved: ☒ REPROOF

Signature: *Melissa Albright*

print name: Melissa Albright

Date: 4/1/16

Tolerances - Quality: Length and width variations are consistently within +/- 1/2 inch parameters. For bags over 18 inches in length or width, variation can be as much as 1 inch. Gauge variance is +/- 10%. Film and ink colors may vary somewhat from order to order and/or within the same order. Print registration is 1/16" per color, and the image will move. Placement of image can vary up to 1/2 inch from bag to bag. For 2 sided printing, placement of image from front to back can vary up to 1".

Customer acknowledges and agrees that Command Packaging (C) is not responsible in any manner whatsoever for any inaccuracies, invisibility, non-permitted usage, breach of privacy or moral rights, violation of third party intellectual property rights. In each case, of the Customer Provided Information or any other legal or equitable basis for a claim or action arising from or relating to the customer provided information (CPI) printed on the bag, (B) the Customer shall assume all risks, liabilities, obligations, losses and damages, costs and expenses of all kinds, whether known or unknown, suspected or unsuspected, both at law and in equity (including penalties, fines and damages for claims by third parties), arising out of or relating to the CPI Claims, and (B) the execution and delivery of this Missing Liability Release is a condition to the Company's obligation to manufacture the bags ordered by Customer pursuant to the order.

SECTION 7, INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

- 1. 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. Please indicate on certificate, "All policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida" and "Certificate holder is named as an additional insured" in the description box on General Liability certificate.
- 2. WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 3. 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.
- 4. 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.
- 5. 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. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.
- 6. REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - a) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
 - b) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 - c) 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
- 7. 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.
- 8. 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 contract.**

SECTION 8, SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) AFFIRMATIVE PROCUREMENT INITIATIVES (API)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. An M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.**

Nondiscrimination

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As part of its response, the Bidder shall provide SBBC with a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Bidder discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

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 following Affirmative Procurement Initiatives (APIs) apply to this solicitation is:

The Voluntary M/WBE Distributorship Development Program:

SBBC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

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

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.

Based on the Manufacturers Certification established in this solicitation, Bidder must be an authorized dealer to sell, warranty and service that manufacturer's product. The manufacturer must execute the applicable part of the document and Bidder must also execute applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Bidder.

Bidders who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470.

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

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

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

ATTACHMENT A – 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

Document Preview:



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

Document Number 00470
Attachment _____

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

SOLICITATION #: _____

CONTRACT #: _____

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

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

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

SECTION 9, FORMS AND ATTACHMENTS

Please fill out all attachments in the pages that follow.

Some attachments must be notarized.

ATTACHMENT 1, CONFLICT OF INTEREST

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP**

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

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- ☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- ☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

ATTACHMENT 2, DRUG FREE WORKPLACE

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

(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)

ATTACHMENT 3, BIDDER'S PREFERENCE
See Special Condition #7

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID 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: _____

ATTACHMENT 4, W-9 FORM

See Special Condition 28

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

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

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

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



ATTACHMENT 5, ACH Payment Agreement Form (ACH CREDITS)

The School Board of Broward County, Florida
(See General Condition 10)

VENDOR NAME

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

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

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

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

SIGNATURES		
Authorized Signature (Primary):	Business Title:	Date Signed:
Authorized Signature (Joint):	Business Title:	Date Signed:

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

This completed form must be submitted via email to Purchasinghelpdesk@browardschools.com.

FOR PROCUREMENT SERVICES USE ONLY		
Vendor Account #:	Date Entered:	Initials:

ATTACHMENT 6, DEBARMENT

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

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

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

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

ITB Number

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

Signature(s)

Date


ATTACHMENT 6, INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 7, LABEL

MAILING LABEL

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: FY21-120
PAPER AND PLASTIC ITEMS FOR CAFETERIAS

SECTION 10, STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

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

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

PREVIOUS BID'S TABULATION

AVAILABLE AS ANOTHER ATTACHMENT AVAILABLE VIA DEMANDSTAR

OR VIA THE SCHOOL BOARD LINK

[http://bcpsagenda.browardschools.com/agenda/01630/Item%20EE-12%20\(61276\)/index.html](http://bcpsagenda.browardschools.com/agenda/01630/Item%20EE-12%20(61276)/index.html)

THIS EXCEL SPREADSHEET WILL CALCULATE BID LINE TOTALS FOR EACH ITEM AND GROUP TOTALS IF FILLED OUT ELECTRONICALLY AND SUBMITTED WITH THE BID PACKAGE AS AN EXCEL (XLS) FILE. PLEASE PROVIDE PRICE PER UNIT OF MEASUREMENT INDICATED. IF WRITING IN THE INFORMATION, USE INK AND WRITE CLEARLY; CALCULATIONS WILL BE DONE DURING BID EVALUATION.

SPECIAL INSTRUCTIONS: For items in GROUPS, it is necessary to bid on EVERY ITEM IN THE GROUP and ALL ITEMS IN THE GROUP MUST MEET SPECIFICATIONS to be considered for award. If you are NOT bidding on an item, enter "NO BID" in the appropriate column.

Minimum Shipment: Enter item minimum shipment quantity, for item or group. Minimum shipment offered must not exceed quantity indicated in the next column. (Also, see Special Condition 14)

		ENTER BIDDER'S NAME HERE																
BID GROUP #	ITEM	SBBC use only	Description	Specifications	Approved Brands and Models	Brand Offered	Model Offered	Quantity per Case	Delivery Days ARO (Not to Exceed 30 Days)	Min. Order (Spec. Cond. 14)	Min. Order Not to Exceed	Estimated Quantity	Unit of Measure	Enter Price Per Unit of Measure	Enter "NO BID" if not bidding item	Total \$ Bid Line Item (Auto-calc.)	GROUP TOTAL (Auto-Calc.)	
1	A	1000381	Wrap, Utility Plastic with Slide Safety Cutter 18"	Refer to Section 6 - Bid Specifications	Approved Brands: Berry AEP Model 30510400 with ZipSafe ZS182, Western Plastic Model 182Z, Darnel Model SDAJ18-2000F NO SUBSTITUTES.					Enter min ship for group 1 in cell below		220	CASE	0.00		\$ -		
1	B	1000380	Wrap, Utility Plastic with Slide Safety Cutter 12"	Refer to Section 6 - Bid Specifications	Approved Brands: Berry AEP Model 30510200 (SW122) with ZipSafe ZS122, Western Plastics Model 122Z, Darnel Model SDAJ12-2000F NO SUBSTITUTES						150	130	CASE	0.00		\$ -	\$ -	
2		1000364	Wrap, Foil Sandwich	Refer to Section 6 - Bid Specifications	Approved Brands: Reynolds Model 7512, Bagcraft Model 300809, Brown Paper Goods Model 5C13, Durable Model 1310FLS, Volflex FS003, NO SUBSTITUTES						45	100	CASE	0.00		\$ -	\$ -	
3	A	1003973	Wrap, Foil Sandwich, Printed, Red/Yellow	Refer to Section 6 - Bid Specifications	Approved Brands: Bagcraft Model 300854, Brown Paper Goods Model 5C14-HC, Volflex FS016 or equivalents meeting bid specifications.							150	CASE	0.00		\$ -		
3	B	1003976	Wrap, Foil Sandwich, Printed, Blue	Refer to Section 6 - Bid Specifications	Approved Brands: Bagcraft Model 300829, Brown Paper Goods Model 5C13-BL, Volflex FS009 or equivalents meeting bid specifications.					Enter min ship for group 3 in cell below		300	CASE	0.00		\$ -		
3	C	1003975	Wrap, Poly Wax Sandwich-Blue or Red Printed "Delicious"	Refer to Section 6 - Bid Specifications	Approved Brands: Bagcraft Model 300334, Brown Paper Goods Model 7P15R, equivalents meeting bid specifications.						75	100	CASE	0.00		\$ -	\$ -	
4		1000383	Bag, Dry Wax Sandwich	Refer to Section 6 - Bid Specifications	Approved Brands: Bagcraft Model 300401, Specialty Packaging Model 1201, Brown Paper Goods Model 704, Fischer Paper Model 508 NO SUBSTITUTES						150	1,200	CASE	0.00		\$ -	\$ -	
5		1000341	Bag, Plastic Food- Gusseted	Refer to Section 6 - Bid Specifications	Approved Brands: Interboro Model 21635-HVY, or equivalents meeting bid specifications.						100	400	CASE	0.00		\$ -	\$ -	
6		1000342	Bag, Freezer Storage Food with Ties	Refer to Section 6 - Bid Specifications	Approved Brands: Handgards Model FB-18RM 303679976, Interboro #INT1218HVY equivalents meeting bid specifications.						100	350	CASE	0.00		\$ -	\$ -	
7		1000343	Cover, Bun Rack	Refer to Section 6 - Bid Specifications	Approved Brands: Handgards Model RP-8052, Interboro Model INT-5380-H, Elkay BOR5280 NO SUBSTITUTES						100	600	CASE	0.00		\$ -	\$ -	
8		1000346	Cup, Paper Drinking - Five-Ounce Size	Refer to Section 6 - Bid Specifications	Approved Brands: Dixie (Georgia Pacific) Pathways 58WS, Solo Model R53-00055, Graphic Packaging International Model 219184/5 PCM Effervescence or equivalents meeting bid specifications.						50	400	CASE	0.00		\$ -	\$ -	

ENTER BIDDER'S NAME HERE																		
	BID GROUP #	ITEM	SBBC use only	Description	Specifications	Approved Brands and Models	Brand Offered	Model Offered	Quantity per Case	Delivery Days ARO (Not to Exceed 30 Days)	Min. Order (Spec. Cond. 14)	Min. Order Not to Exceed	Estimated Quantity	Unit of Measure	Enter Price Per Unit of Measure	Enter "NO BID" if not bidding item	Total \$ Bid Line Item (Auto-calc.)	GROUP TOTAL (Auto-Calc.)
	9		1000373	Plate, Paper - 8-1/2" to 9"	Refer to Section 6 - Bid Specifications	Approved Brands: Georgia Pacific/Dixie Model UX9PATH, Solo Model MP9-J8001, Solo Model MP9B-2054, Huhtamaki Model 25775, Huhtamaki Model 43013 NO SUBSTITUTES						200	600	CASE	0.00		\$ -	\$ -
	10	A	1000348	Cup, Two-Ounce Size, Translucent	Refer to Section 6 - Bid Specifications	Approved Brands: Pactiv YS-200, Solo 200PC, Fabrikal Model PC200, Dart P200N, or Victoria Bay VBPC200 NO SUBSTITUTES Samples may be required)					Enter min ship for group 10 in cell below		400	CASE	0.00		\$ -	
	10	B	1000351	Lid, Two-Ounce Size - Clear	Refer to Section 6 - Bid Specifications	Approved Brands: Pactiv/Prairie YLS2FR, Solo Model PL2N, Fabrikal Model XL250PC25, or Victoria Bay NO SUBSTITUTES						75	200	CASE	0.00		\$ -	\$ -
	11		1000368	Liner, Pan	Refer to Section 6 - Bid Specifications	Approved Brands: Bagcraft Model BC25Q1, Georgia Pacific (Dixie) Model LO10, Tincum R-49, D&W Fine Pack Model BPL-R49, Norpak Model F25Q1M, Durable Packaging QPL-25 NO SUBSTITUTES						300	3,500	CASE	0.00		\$ -	\$ -
	12		1000365	Napkins, Paper-Cafeteria	Refer to Section 6 - Bid Specifications	Approved Brands: Tork Model D802A, Cascades 4802, or equivalents meeting bid specifications.						200	800	CASE	0.00		\$ -	\$ -
	13		1000388	Straw, Paper Jumbo Standard Black or White Wrapped 7-3/4"	Refer to Section 6 - Bid Specifications	Approved Brands: Daxwell Model C10005005, Joinhot Model FFBH, D&W Fine pack DSJW24-500S or equivalents meeting bid specifications.						10	25	CASE	0.00		\$ -	\$ -
	14		1000337	Apron, Polypropylene White	Refer to Section 6 - Bid Specifications	Approved Brands: Safety Zone Model DAPP-28X36-PE, or equivalents meeting bid specifications.						40	300	CASE	0.00		\$ -	\$ -
	15		1007650	Grab & Go Bag with Handle	Refer to Section 6 - Bid Specifications	Approved Brand: Mission Nutrition Model #M75150, or equivalents meeting bid specifications.						100	250	CASE	0.00		\$ -	\$ -
	16		1000390	Straw, 4-3/4" to 5-1/2"	Refer to Section 6 - Bid Specifications	Approved Brands: D&W Fine Pack Model SSW24-500R, Daxwell C10003502 or equivalents meeting bid specifications.						100	500	CASE	0.00		\$ -	\$ -
	17	A	1004131	Tray, Half Pound	Refer to Section 6 - Bid Specifications	Approved Brands: Southern Champion Model 0409, SQP Model 8150, SQP Model 8708, Dixie Model RP50, Huhtamaki Model 35122037 or equivalents meeting bid specifications.							3,000	CASE	0.00		\$ -	
	17	B	1000392	Tray, One-Pound	Refer to Section 6 - Bid Specifications	Approved Brands: Georgia Pacific (Dixie) Model RP1008, Superior Quality Products (SQP) Model 8151, Southern Champion Model 0413, Huhtamaki Model 35122040 NO SUBSTITUTES							700	CASE	0.00		\$ -	
	17	C	1000393	Tray, Two-Pound	Refer to Section 6 - Bid Specifications	Approved Brands: Georgia Pacific (Dixie) Model RP-2008, Superior Quality Products (SQP) Model 8152, Southern Champion Model 0417, Huhtamaki Model 35122042 NO SUBSTITUTES					Enter min ship for group 17 in cell below		1,300	CASE	0.00		\$ -	

ENTER BIDDER'S NAME HERE																		
	BID GROUP #	ITEM	SBBC use only	Description	Specifications	Approved Brands and Models	Brand Offered	Model Offered	Quantity per Case	Delivery Days ARO (Not to Exceed 30 Days)	Min. Order (Spec. Cond. 14)	Min. Order Not to Exceed	Estimated Quantity	Unit of Measure	Enter Price Per Unit of Measure	Enter "NO BID" if not bidding item	Total \$ Bid Line Item (Auto-calc.)	GROUP TOTAL (Auto-Calc.)
	17	D	1000394	Tray, Three-Pound	Refer to Section 6 - Bid Specifications	Approved Brands: Georgia Pacific Model RP-3008, Superior Quality Products (SQP) Model 8153, Southern Champion Model 0425, Huhtamaki Model 35122045 NO SUBSTITUTES						250	6,500	CASE	0.00		\$ -	\$ -
	18	A	1003978	Glove, Vinyl Medium Disposable - Foodservice	Refer to Section 6 - Bid Specifications	Approved Brands: Inteplast Model VF002, Safety Zone Model GVP9-MD-1-SY, Daxwell F10001748 NO SUBSTITUTES					Enter min ship for group 18 in cell below		1,200	CASE	0.00		\$ -	
	18	B	1003979	Glove, Vinyl Large Disposable - Foodservice	Refer to Section 6 - Bid Specifications	Approved Brands: Inteplast Model VF003, Safety Zone Model GVP9-LG-1-SY, Daxwell F10001750 ONLY						600	4,800	CASE	0.00		\$ -	\$ -
	19		1007670	GLOVE, VINYL XX LARGE DISPOSABLE – FOODSERVICE	Refer to Section 6 - Bid Specifications	Approved Brands: Daxwell F10004559 or equivalents meeting bid specifications.							1,000	CASE	0.00		\$ -	
	20		1003980	Container, Plastic, Medium, with Shallow Hinged Lid	Refer to Section 6 - Bid Specifications	Approved Brands: Pactiv Model YCI811200000, Pactiv Model YCI821200000, DFI (Detroit Forming) Model LBH-874 or equivalents meeting bid specifications.						200	900	CASE	0.00		\$ -	\$ -
	21		1003981	Container, Plastic, Oblong, with Shallow-Hinged Lid	Refer to Section 6 - Bid Specifications	Approved Brands: Dart "Staylock" #C26UT1, DFI (Detroit Forming) Model LBH-651 or equivalents meeting bid specifications.						300	2,600	CASE	0.00		\$ -	\$ -
	22	A	1004061	Container, Hinged-Lid, Three-Compartment Foam	Refer to Section 6 - Bid Specifications	Approved Brands: Dart 95HT3, Pactiv YTD1-99030000, Genpak Model SN203VW-H-0183400 or equivalents meeting bid specifications.					Enter min ship for group 22 in cell below		4,000	CASE	0.00		\$ -	
	22	B	1005900	Container, Hinged-Lid, Single Compartment Foam	Refer to Section 6 - Bid Specifications	Approved Brands: Dart Model 95HT1R, Dart Model 95HTPF1R or equivalents meeting bid specifications.						170	400	CASE	0.00		\$ -	\$ -
	23	A	1000357	Cups, Five and One-Half Ounce Size, Translucent	Refer to Section 6 - Bid Specifications	Approved Brand: Pactiv Model YS550A NO SUBSTITUTES					Enter min ship for group 23 in cell below		10,000	CASE	0.00		\$ -	
	23	B	1000370	LIDS, 5-1/2 OUNCE SIZE, CLEAR	Refer to Section 6 - Bid Specifications	Approved Brand: Pactiv YLS-5FR NO SUBSTITUTES						1200	3,700	CASE	0.00		\$ -	\$ -
	24		1004400	Circle, Pizza 16" Corrugated	Refer to Section 6 - Bid Specifications	Approved Brands: Solo Model WTC16-2050, Menasha Model WT-16, Arvco Model 9000161 NO SUBSTITUTES						50	1,000	CASE	0.00		\$ -	\$ -

ENTER BIDDER'S NAME HERE																		
	BID GROUP #	ITEM	SBBC use only	Description	Specifications	Approved Brands and Models	Brand Offered	Model Offered	Quantity per Case	Delivery Days ARO (Not to Exceed 30 Days)	Min. Order (Spec. Cond. 14)	Min. Order Not to Exceed	Estimated Quantity	Unit of Measure	Enter Price Per Unit of Measure	Enter "NO BID" if not bidding item	Total \$ Bid Line Item (Auto-calc.)	GROUP TOTAL (Auto-Calc.)
	25	A	1005375	Cup, Clear Drink	Refer to Section 6 - Bid Specifications	Approved Brand: Fabri-Kal Model NC12S NO SUBSTITUTES							300	CASE	0.00		\$ -	
	25	B	1005374	Lid, Dome for Drink Cup	Refer to Section 6 - Bid Specifications	Approved Brand: Fabri-Kal Model DLKC16/24NH NO SUBSTITUTES							300	CASE	0.00		\$ -	
	25	C	1005370	Cup, Insert for Drink Cup	Refer to Section 6 - Bid Specifications	Approved Brand: Fabri-Kal Model C14 NO SUBSTITUTES							300	CASE	0.00		\$ -	
	25	D	1005411	Cup, Drink Clear - 16/18 oz.	Refer to Section 6 - Bid Specifications	Approved Brand: Fabri-Kal Model NC16S NO SUBSTITUTES					Enter min ship for group 25 in cell below		300	CASE	0.00		\$ -	
	25	E	1005412	Lids, Drink Cup - Flat, No Slot	Refer to Section 6 - Bid Specifications	Approved Brand: Fabri-Kal Model LKC16/24F NO SUBSTITUTES						250	300	CASE	0.00		\$ -	\$ -
	26		1005410	Tray, Plastic Jumbo-Clear	Refer to Section 6 - Bid Specifications	Approved Brand: Form Plastics Model 6602-158500 or equivalents meeting bid specifications.						20	20	CASE	0.00		\$ -	\$ -
	27		1004062	Bag, Poly - Non Vented	Refer to Section 6 - Bid Specifications	Approved Brand: Ekon-O-Pac Model CD1015NV, Serv-Pak 1015NVCB or equivalents meeting bid specifications.						50	300	CASE	0.00		\$ -	\$ -
	28		1005530	Soda Spoon Kit with Napkin	Refer to Section 6 - Bid Specifications	Approved Brands: Max Packaging 4163F-B1 or equivalents meeting bid specifications.						75	100	CASE	0.00		\$ -	\$ -
	29		1000378	Glove, Heavy Duty, Medium to Large, Chemical Resistant	Refer to Section 6 - Bid Specifications	Approved Brands: Safety Zone Model GRBU-LG-6T or equivalents meeting bid specifications.						75	350	CASE	0.00		\$ -	\$ -
	30		1000336	Foil, Aluminum	Refer to Section 6 - Bid Specifications	Approved Brands: Novelis Model 1851, Pactiv Model 624, Western Plastics Model 286, Reynolds Model 624, Handi Foil of America Model 51808, Durable Model 91805 NO SUBSTITUTES						125	770	CASE	0.00		\$ -	\$ -
	31	A	1007710	Hot Food Container, Paper - Six-Ounce Size, White	Refer to Section 6 - Bid Specifications	Approved Brand: Huhtamaki Model 52597 NO SUBSTITUTES					Enter min ship for group 31 in cell below		850	CASE	0.00		\$ -	
	31	B	1007712	Lid, Six Ounce Size Plastic Vented	Refer to Section 6 - Bid Specifications	Approved Brand: Huhtamaki Model 89107 NO SUBSTITUTES						75	600	CASE	0.00		\$ -	\$ -
	32		1007713	Cup, Paper Hot Drink, 8-Ounce	Refer to Section 6 - Bid Specifications	Approved Brands: Huhtamaki Model 62900, Solo Model 378W-2050, Conver Pack 8 oz. hot cup or equivalents meeting bid specifications.						50	250	CASE	0.00		\$ -	\$ -
	33	A	1007714	CUP, PAPER COLD - 16-Ounce Size	Refer to Section 6 - Bid Specifications	Approved Brand: Conver Pack 16CPC or compatible equivalent					Enter min ship for group 33 in cell below		400	CASE	0.00		\$ -	
	33	B	1007715	Lid, 16-Ounce, TRANSLUCENT WITH STRAW SLOT	Refer to Section 6 - Bid Specifications	Approved Brand: Conver Pack L12222-C90-V02 or compatible equivalent						50	250	CASE	0.00		\$ -	\$ -
	34		1005920	Container, Small Clear Plastic with Hinged Lid	Refer to Section 6 - Bid Specifications	Approved Brands: Par-Pak Atrium Model 09509, or equivalents meeting bid specifications.						300	1,000	CASE	0.00		\$ -	\$ -
	35	A	1007717	Hot Food Container, Paper - Eight-Ounce Size, White	Refer to Section 6 - Bid Specifications	Approved Brand: Innopak 198453838 or equivalents meeting specifications					Enter min ship for group 35 in cell below		700	CASE	0.00		\$ -	
	35	B	1007718	Plastic-Lid, Eight-Ounce Size Translucent Vented Cover	Refer to Section 6 - Bid Specifications	Approved Brand: InnoPak 198058607 or equivalents meeting bid specifications.						75	250	CASE	0.00		\$ -	\$ -

ENTER BIDDER'S NAME HERE																		
	BID GROUP #	ITEM	SBBC use only	Description	Specifications	Approved Brands and Models	Brand Offered	Model Offered	Quantity per Case	Delivery Days ARO (Not to Exceed 30 Days)	Min. Order (Spec. Cond. 14)	Min. Order Not to Exceed	Estimated Quantity	Unit of Measure	Enter Price Per Unit of Measure	Enter "NO BID" if not bidding item	Total \$ Bid Line Item (Auto-calc.)	GROUP TOTAL (Auto-Calc.)
	36		1000NEW	HINGED CONTAINER, 3 COMPARTMENT, 9" X 9" X 3" Eco Friendly (non-styro)	Refer to Section 6 - Bid Specifications	Approved brands: Earth Choice Model #YCN809030000, EcoChoice model #99T0993, or Huhtamki model #68006 or equivalents meeting bid specifications.						200	1,200	CASE	0.00		\$ -	\$ -
	37		1000NEW	GRAB-N-GO CONTAINER	Refer to Section 6 - Bid Specifications	Approved brands: Elkay model RF-HGDLG or equivalents meeting bid specifications.						150	900	CASE	0.00		\$ -	\$ -