

Solicitation 07C-36D

Term Contract for Milk and Dairy Products

School District of Palm Beach County FL

Bid 07C-36D

Term Contract for Milk and Dairy Products

Bid Number 07C-36D
 Bid Title Term Contract for Milk and Dairy Products

Bid Start Date May 11, 2007 3:34:12 PM EDT
 Bid End Date Jun 6, 2007 2:00:00 PM EDT

Bid Contact Dick Hardman
 561-434-8209
 hardman@palmbeach.k12.fl.us

Contract Duration 2 years
 Contract Renewal 3 annual renewals
 Prices Good for See Term of Contract

Bid Comments *THIS IS A NO FEE BID

The mileage radius selected is used only to help in establishing a mailing list for the District, and is by no means meant to discourage any bidders from bidding who may be outside the selected mile radius.

SCOPE: The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Milk and Dairy Products, as specified herein.

DELIVERY: Items in the Invitation to Bid are for all Elementary, Middle and High school cafeterias located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination. All deliveries shall require inside delivery and are to be placed in designated areas / coolers, as specified, by the cafeteria manager / designee.

Delivery scheduling must be agreed to by the awarded Vendor and individual School Food Service Manager. The Food Service Managers' criteria for delivery scheduling will be based on volume and equipment present at the school. School Food Service reserves the right to have products delivered each serving day (Monday through Friday), if conditions require. Any requests to deviate from the School Food Service Manager's delivery times or for building keys must be made directly to the principal. The vendor shall be responsible for securing and returning keys to the school center principal.

Milk and dairy products must be delivered at a temperature not to exceed 41° Fahrenheit. In an effort to assure quality, the awarded vendor will allow temperatures to be taken at the time of delivery or when requested.

The successful vendor must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs the awarded vendor will be responsible for contacting School Food Service Department and each individual School Food Service Manager affected by the delay. It is requested that the awarded Vendor meet with the School Food Service representative, Paula Triana, to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

AWARD: The contract will be awarded to the lowest bid from a responsive, responsible bidder, subject to the terms and conditions contained herein.

It is also required that the bidder carefully considers each item to make sure that each one meets the specifications as indicated. Every item listed in the Bid Summary Document must be bid to be eligible to receive the award. In the event that a product(s) is(are) not bid or does not meet specifications the entire bid may be disqualified. State

any product variation on the form provided.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

TERM OF CONTRACT/PRICE INCREASES: The term of this contract shall be for two years from the date of award, and by mutual agreement between the School District and the awardee(s), be renewable for three additional one-year periods. The pricing submitted for the initial term of the contract will remain fixed. Upon the second anniversary date and on each anniversary renewal date thereafter the vendor may submit a proposed price increase in writing, to the Purchasing Department, with proper justification for the increase. The School District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the School District. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. The awardee agrees to this by submitting an offer on this bid.

M/WBE GOAL: The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

Item Response Form

Item	07C-36D-1-01 - Item 1. Milk; 1/2 Pint (8 oz)–Gable Top Carton - Skim - Inventory # 4467
Quantity	650000 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406 Qty 650000

Description
 Skim, Fat Free Milk: Must be fresh, Grade A pasteurized, homogenized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat content shall be 0gm.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

07C-36D-1-02 - Item 2. Milk; 1/2 Pint (8 oz)–Gable Top Carton - 1% Strawberry-

Item Inventory # 4468
 Quantity 4000000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 4000000

Description

Low-Fat Strawberry Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Low-fat strawberry flavored milk with nutritive sweeteners containing a minimum of 0.5% fat and a maximum of 1% fat.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-03 - Item 3. Milk; 1/2 Pint (8 oz)–Gable Top Carton - ½% Chocolate-
 Inventory # 4470
 Quantity 6800000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 6800000

Description

Low-Fat Chocolate Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Low-fat chocolate flavored milk with nutritive sweeteners containing a minimum of 0.5% fat and a maximum of 1% fat.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-04 - Item 4. Milk; 1/2 Pint (8 oz)–Gable Top Carton - 1% Low Fat -
 Inventory # 4492
 Quantity 3200000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 3200000

Description

1% Low Fat Milk: Must be fresh, Grade A pasteurized, homogenized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat content shall be 2.5gm.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item	07C-36D-1-05 - Item 5. Milk; 1/2 Pint (8 oz)–Plastic Bottle - Skim Vanilla - Inventory # N/A
Quantity	500000 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406 Qty 500000

Description

Skim, Fat Free Chocolate, Strawberry, Vanilla Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat free flavored milk (skim milk) with nutritive sweeteners, and approved non-nutritive sweeteners (sucrolose), whereby the total sugars are reduced by at least 25%. Contains Grade A non-fat milk powder by at least 1%.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item	07C-36D-1-06 - Item 6. Milk; 1/2 Pint (8 oz)–Plastic Bottle - Skim Chocolate - Inventory # N/A
Quantity	1000000 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406 Qty 1000000

Description

Skim, Fat Free Chocolate, Strawberry, Vanilla Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat free flavored milk (skim milk) with nutritive sweeteners, and approved non-nutritive sweeteners (sucrolose), whereby the total sugars are reduced by at least 25%. Contains Grade A non-fat milk powder by at least 1%.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-07 - I tem 7. Milk; 1/2 Pint (8 oz)–Plastic Bottle-Skim Strawberry - Inventory # N/A
 Quantity 1000000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 1000000

Description

Skim, Fat Free Chocolate, Strawberry, Vanilla Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat free flavored milk (skim milk) with nutritive sweeteners, and approved non-nutritive sweeteners (sucrolose), whereby the total sugars are reduced by at least 25%. Contains Grade A non-fat milk powder by at least 1%.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-08 - I tem 8. Milk; (10 oz) – Plastic Bottle - Skim Vanilla - Inventory # 4415
 Quantity 10000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 10000

Description

Skim, Fat Free Chocolate, Strawberry, Vanilla Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat free flavored milk (skim milk) with nutritive sweeteners, and approved non-nutritive sweeteners (sucrolose), whereby the total sugars are reduced by at least 25%. Contains Grade A non-fat milk powder by at least 1%.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-09 - I tem 9. Milk; (10 oz) – Plastic Bottle - Skim Chocolate - Inventory # 4416
 Quantity 15000 each

Unit Price

Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 15000

Description

Skim, Fat Free Chocolate, Strawberry, Vanilla Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat free flavored milk (skim milk) with nutritive sweeteners, and approved non-nutritive sweeteners (sucrolose), whereby the total sugars are reduced by at least 25%. Contains Grade A non-fat milk powder by at least 1%.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-10 - Item 10. Milk; (10 oz) – Plastic Bottle - Skim Strawberry - Inventory # 4417

Quantity 1900 each

Unit Price

Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 1900

Description

Skim, Fat Free Chocolate, Strawberry, Vanilla Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat free flavored milk (skim milk) with nutritive sweeteners, and approved non-nutritive sweeteners (sucrolose), whereby the total sugars are reduced by at least 25%. Contains Grade A non-fat milk powder by at least 1%.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-11 - Item 11. Milk; Pint (16 oz) – Plastic Bottle - 1% Chocolate - Inventory #4431

Quantity 98000 each

Unit Price

Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 98000

Description

Low-Fat Chocolate Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a

minimum of 8.25%. Low-fat chocolate flavored milk with nutritive sweeteners containing a minimum of 0.5% fat and a maximum of 1% fat.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-12 - Item 12. Milk; Pint (16 oz) – Plastic Bottle - 1% Strawberry - Inventory #4432
 Quantity 8000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 8000

Description

Low-Fat Strawberry Milk: Must be fresh, Grade A pasteurized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Low-fat strawberry flavored milk with nutritive sweeteners containing a minimum of 0.5% fat and a maximum of 1% fat.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-13 - Item 13. Milk; Gallon (128 oz.)–Plastic Container - Skim - Inventory #N/A
 Quantity 100 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 100

Description

Skim, Fat Free Milk: Must be fresh, Grade A pasteurized, homogenized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat content shall be 0gm.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-14 - Item 14. Milk; Gallon (128 oz)–Plastic Container - 1% Low Fat - Inventory #4481
 Quantity 1700 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 1700

Description

1% Low Fat Milk: Must be fresh, Grade A pasteurized, homogenized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat content shall be 2.5gm.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-15 - Item 15. Milk; Gallon (128 oz)–Plastic Container - Homogenized - Inventory #4482
 Quantity 600 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 600

Description

Whole Milk: Must be fresh, Grade A pasteurized, homogenized, vitamin A and D enriched with non-fat milk solids a minimum of 8.25%. Fat content shall be 8gm.

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

For the purposes of this Bid award, pricing shall be based on Raw Milk Pricing from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for Class I Milk from the Dairy Cooperatives.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-16 - Item 16. Buttermilk 1.5%, ½ Gallon - Inventory #4472
 Quantity 400 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 400

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-17 - Item 17. Cream Cheese, Regular, 3lb - Inventory #4484
 Quantity 300 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 300

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-18 - Item 18. Cottage Cheese 1%, 5lb - Inventory #4486
 Quantity 700 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 700

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-19 - Item 19. Sour Cream, Plain Regular, 5lb - Inventory #4487
 Quantity 1000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 1000

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-20 - Item 20. Cheese Ricotta, Whole, 3lb - Inventory #4488
 Quantity 100 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 100

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-21 - Item 21. Cream, Heavy, 38-40% Butterfat, ½ Gallon - Inventory #4490
 Quantity 50 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 50

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-22 - Item 22. Cream Cheese, 1 ounce - Inventory # N/A
 Quantity 2000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI
Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 2000

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

Item 07C-36D-1-23 - Item 23. Sour Cream, 1 ounce - Inventory # N/A
 Quantity 2000 each
 Unit Price
 Delivery Location School District of Palm Beach County FI

Various Locations for the District
Palm Beach County School District
West Palm Beach FL 33406
Qty 2000

Description

NOTE: All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meet the Standards of Florida Statutes Chapter 502.

ALL QUANTITIES ARE ESTIMATED

<p>SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3300 Forest Hill Boulevard, Suite A-323 West Palm Beach, FL 33406-5813</p>	
<p>INVITATION TO BID Bidder Acknowledgement</p>	
Vendor Name:	<input style="width: 80%;" type="text"/>
Vendor Mailing Address:	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
Area Code / Telephone Number:	<input style="width: 80%;" type="text"/>
Toll-Free Telephone Number:	<input style="width: 80%;" type="text"/>
Fax Number:	<input style="width: 80%;" type="text"/>
Vendor E-Mail Address:	<input style="width: 80%;" type="text"/>
Vendor Web Address	<input style="width: 95%;" type="text"/>
FEID No. or SS #:	<input style="width: 80%;" type="text"/>
Terms: <input style="width: 50%;" type="text"/>	Delivery <input style="width: 10%;" type="text"/> calendar days after receipt of order:
<p>ANTI-COLLUSION</p> <p>By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida.</p>	
<p><input style="width: 80%;" type="text"/></p> <p style="margin-left: 40px;">Name of Company Representative Submitting Bid Representative Submitting Bid</p>	
<p><input style="width: 80%;" type="text"/></p> <p style="margin-left: 40px;">Title of Company</p>	
<p><input style="width: 80%;" type="text"/></p> <p style="margin-left: 40px;">Date</p>	

This form must be executed and returned with attached bid at time of bid opening to be considered.

INSTRUCTIONS TO BIDDERS

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.
2. **ANTI-COLLUSION:** By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School District of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
4. **BIDS:** Bids will be received electronically through a secure mailbox at RFP Depot, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure their bid reaches RFP Depot on or before the closing date and hour as indicated in this bid document.
5. **INSPECTION AND READING OF BID:** As per Florida Statute 119.07(3)(o), the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. 120.57(3) or within ten days after bid or proposal opening, whichever is earlier.
6. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.
7. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one time in a two-year period without penalty.
8. **DEFAULT:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
9. **CANCELLATION / TERMINATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent or designee shall give written notice to the contractor

stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or their designee for immediate cancellation. Upon cancellation hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The Board or their designee reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said contract. The Board or their designee shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

10. **BIDDERS RESPONSIBILITY:** Before submitting their bid, each bidder is required to carefully examine the Invitation to Bid specifications, delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Failure to do so on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the District or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation 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.

12. **THE JESSICA LUNSFORD ACT:** All individuals who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. Vendor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of Vendor. The report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

13. **DISQUALIFYING CRIMES:** *The bidder 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 the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.*

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 for a period of 36 months from the date of being placed on the convicted vendor list.

The vendor or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The vendor must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the vendor to comply as a breach of contract and immediately terminate the services of the vendor.

14. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with RFP Depot, Inc. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of this contract.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in section 120.57(3), Florida Statutes. Failure to post bond with the school board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any bidder who is adversely affected by the recommended award may address the school board at a regularly scheduled board meeting.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School

District-owned real property as defined in Chapter 192 of the Florida Statutes.

19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.
20. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid or prior to use for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **PAYMENT / PAYMENT TERMS:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

The District's payment terms are net 30 days, however the District will accept terms for early payment. These discounted terms maybe included with the Bid Summary Document of this bid. Payment will not be processed until the following occurs:

- A. The complete and satisfactory receipt of all items ordered on a purchase order.
- B. The receipt of a properly billed invoice in the Accounting Services Department.
- C. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District MUST include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

- A. Purchase order number.
- B. Name and address of vendor, a unique invoice number and date of shipment.
- C. All pricing must be in accordance with the bid.
- D. Line item total or extended price, minus bid discount as listed on our purchase order.
- E. All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

District Purchasing Card: The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1000 daily per vendor (with the exception of travel).

Purchasing Cards represent a simplified means of processing District financial transactions and

saving on administrative costs while offering schools/departments an alternative way for making purchases.

The purchasing card program is not authorized as a means for Internal Funds purchasing at this time.

4. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
5. **FUNDING OUT, TERMINATION, CANCELLATION:** Florida School Laws prohibit the School Board or their designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders:

The School Board or their designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School District of all further obligations in any way related to such equipment covered herein”.

This completed statement must be included as part of any lease agreement submitted by the successful bidder. No lease will be considered that does not include this provision for “funding out”.

6. **MINORITY BUSINESS PARTICIPATION:** The School District of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County’s Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District

of Palm Beach County's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the School District of Palm Beach County or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The School District of Palm Beach County does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

School District M/WBE Supplier Graduation – Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

7. **CONTRACTOR BID REQUIREMENTS:** As part of its bid or proposal, Bidder or Proposer shall provide to the School District a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
8. **CONTRACT DISCLOSURE:** Upon the School District's request, and upon the filing of a complaint against Contractor pursuant to Palm Beach County School Board Policy 6.144, Contractor agrees to provide the School District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.
9. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
 - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by

contractor in the performance of the work; or

- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of this contract.

10. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L 442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and

Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

13. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
14. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
15. **CONDITIONS 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 the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
16. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
17. **DELIVERY:** Unless actual date of delivery is specified, 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 holidays unless otherwise specified on the purchase order.
18. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
19. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida

Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

20. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

27. **ORDERING PROCEDURE:**

Specific Items: After approval of contract award by the School District, a letter of contract acceptance will be issued to each successful bidder acknowledging which items / services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

26. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at RFP Depot.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite

A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

27. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Instruction to Bidders, and Lobbying, of this proposal and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

28. **INTERPRETATIONS:** Neither RFP Depot nor any employee of the School District 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. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
29. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions or the Instructions to Bidders shall have precedence.

07C-36D - SPECIAL CONDITIONS

- A **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a **Term Contract for Milk and Dairy Products**, as specified herein.
- B **DELIVERY:** Items in the Invitation to Bid are for all **Elementary, Middle and High** school cafeterias located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination. **All deliveries shall require inside delivery and are to be placed in designated areas / coolers, as specified, by the cafeteria manager / designee.**

Delivery scheduling must be agreed to by the awarded Vendor and individual School Food Service Manager. The Food Service Managers' criteria for delivery scheduling will be based on volume and equipment present at the school. School Food Service reserves the right to have **products delivered each serving day (Monday through Friday), if conditions require.** Any requests to deviate from the School Food Service Manager's delivery times or for building keys must be made directly to the principal. The vendor shall be responsible for securing and returning keys to the school center principal.

Milk and dairy products must be delivered at a temperature not to exceed 41° Fahrenheit. In an effort to assure quality, the awarded vendor will allow temperatures to be taken at the time of delivery or when requested.

The successful vendor must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs the awarded vendor will be responsible for contacting School Food Service Department and each individual School Food Service Manager affected by the delay. It is requested that the awarded Vendor meet with the School Food Service representative, Paula Triana, to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

- C **AWARD:** The contract will be awarded to the lowest bid from a responsive, responsible bidder, subject to the terms and conditions contained herein.

It is also required that the bidder carefully considers each item to make sure that each one meets the specifications as indicated. Every item listed in the Bid Summary Document must be bid to be eligible to receive the award. In the event that a product(s) is(are) not bid or does not meet specifications the entire bid may be disqualified. State any product variation on the form provided.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

For the purposes of this Bid award, pricing shall be based on *Raw Milk Pricing* from the May 2007 Raw Milk Pricing (\$24.36 cwt) market pricing for *Class I Milk* from the Dairy Cooperatives.

D TERM OF CONTRACT/PRICE INCREASES: The term of this contract shall be for two years from the date of award, and by mutual agreement between the School District and the awardee(s), be renewable for three additional one-year periods. The pricing submitted for the initial term of the contract will remain fixed. Upon the second anniversary date and on each anniversary renewal date thereafter the vendor may submit a proposed price increase in writing, to the Purchasing Department, with proper justification for the increase. The School District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the School District. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. The awardee agrees to this by submitting an offer on this bid.

E FLUCTUATING PRICE:

1 RAW MILK PRICE CALCULATION: All raw milk pricing for milk products shall be predicated on the *Class I Price for Milk at 3.5% milk fat (per cwt.)* as established and published monthly in the United States Department of Agriculture (USDA) "Announcement of Advanced Class Prices" (Federal Order No. 6) for applicable geographical zone, plus (+) the over order premium as reflected in the "announced price" for *Class I Milk per cwt., Zone 3*, as published monthly by the areas two major Dairy Cooperatives, Southeast Milk, Inc., and Dairy Farmers of America – Southeast Council.

For the purposes of this Bid award, pricing shall be based on *Raw Milk Pricing* from the **May 2007 Raw Milk Pricing (\$24.36 cwt)** market pricing for *Class I Milk* from the Dairy Cooperatives

2 END PRODUCT PRICING: The end products price shall fluctuate based on the Raw Milk Price Calculation outline in H1. The price billed to the District and paid to the awardee will be adjusted monthly based upon the Federal Order Price plus (+) over order premium, as reflected in the published *Raw Milk Price* of applicable Dairy Cooperative, increases or decreases the price of raw milk in increments of **\$0.10 per cwt.**, thereby increasing or decreasing the cost of said milk, **\$0.00054 per 8 oz.** (half pint), and **\$0.00108 per 16 oz.** (pint).

The awardee shall submit, no later than the 25th of the previous month, written notification of the upcoming months pricing. The price adjustment shall be effective with the first invoices of the following month, providing proper notification has been given. If the awardee fails to properly notify the District of any price decrease which would result in a decrease in the contract price of the milk, the Board will make the appropriate reduction in price effective the date such reduction should have been made had the contractor given proper notice or take such other action as is appropriate to give the Board the advantage of said reduction.

Any changes in prices must be accompanied by the appropriate supporting documentation from the Federal Milk Marketing Order No. 6 and the conversion calculations used to determine the price changes and how the results computed.

F QUANTITIES: The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less

than quantities shown. Orders will be placed as needed by individual locations during the contract period.

- G **MINIMUM ORDER:** Quantities stated in this bid are estimates. They are subject to change in order to meet the needs of the District. There will be no minimum orders allowed in this bid.
- H **MILK AGREEMENT:** All vendors submitting a bid must certify that each one-half (1/2) pint of milk contains a minimum of eight (8) ounces, volumetric measure or 228 grams of milk, as specified and each pint of milk contains a minimum of sixteen (16) ounces, volumetric measure or 456 grams of milk, as specified. Failure by the awarded vendor(s) to comply with the above specifications and/or if non-delivery of product results in a reclaim of federal or state reimbursement, the vendor(s) agrees to pay the School District of Palm Beach County, Florida, a dollar amount equal to the amount the District has paid the vendor for the milk, and, in addition to this amount, the vendor shall pay the amount of federal reimbursement the School District of Palm Beach County, Florida, has lost on the meals which were disallowed for reimbursement due to the milk product failing to meet the required USDA meal patterns. The awardee agrees to this by submitting an offer on this Bid.
- I **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- J **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Dick Hardman, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or

indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

4. **PROFESSIONAL LIABILITY:** The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.00 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured.

This policy must be continued or tail coverage provided for two years after completion of the project.

- K **COMMODITY PROCESSING:** The School Food Service Department of Palm Beach County reserves the right to negotiate price, case weight, and quantity of cases with the successful vendor for the processing of USDA Commodities. Furthermore, if additional products become available the School Food Service Department reserves the right to include them in these negotiations. The School Food Service Department and the awarded vendor will discuss the details of processing upon notification of the award for the commercial product and notification of availability of the USDA donated commodities. There is no guarantee that the School Food Service Department will process any product. If processing does occur, it will significantly affect the estimated quantities of the commercial products.
- L **ADDITIONAL ITEMS:** Additional products within the milk and dairy product line may be added during the term of the contract upon completion of successful price negotiations between the District and the awarded vendor(s). This includes new / improved products, additional flavors, different size capacities and different packaging. Price shall be defined as

“all costs including freight and inside delivery” and placed in designated areas at the individual school sites.

- M ESSENTIAL REQUIREMENTS: All suppliers must submit the following information PRIOR TO ELECTRONIC BID OPENING on June 6, 2007, 2:00 PM EST, via US MAIL, hand delivered, or via courier service to: School District of Palm Beach County, Attn: Dick Hardman, Purchasing Agent, 3300 Forest Hill Blvd., Suite A323, West Palm Beach, FL, 33406.**

The following required information will support the School District of Palm Beach County nutrition standards in the area of Child Nutrition.

- A. Forms necessary to submit with product for approval.

Each product/flavor/size must be accompanied by its own Product Information Documents.

- i. A completed Product Information Document (Attachment A. Serves as a cover page for the following documents, it is provided as a document that can be downloaded on RFP Depot.) Make copies of this document as needed.
 - ii. Supply a Nutrition Facts Label - must include:
 - ✓ Serving Size including the “base” weight
 - ✓ Total Calories
 - ✓ Total Fat
 - ✓ Saturated Fat
 - ✓ Trans Fats
 - ✓ Cholesterol
 - ✓ Sodium
 - ✓ Carbohydrate
 - ✓ Dietary Fiber
 - ✓ Protein
 - ✓ Calcium
 - ✓ Iron
 - ✓ Vitamin A
 - ✓ Vitamin C
 - iii. Supply detailed Ingredient Information List, to include product size/weight
 - iv. Completed Allergy Worksheet Response Document (provided as a document that can be downloaded on RFP Depot). The Food Allergy Worksheet, Attachment B, is a check sheet to aid in the identification of substances that could cause allergic reactions.
- B. The Districts procedure for approval of products is to be submitted as an individual packet per product to include complete, legible and accurate information in order to expedite the approval process. Each packet must include;
- i. Product Information Form, Attachment A.
 - ii. Product Nutrition Facts Label, vendor supplies.
 - iii. Detailed Product Ingredient Information List, vendor supplies.
 - iv. Allergy Worksheet Response Document, Attachment B.

- C. The submission of product information packets should be delivered to: School District of Palm Beach County, Attn: Dick Hardman, Purchasing Agent, 3300 Forest Hill Blvd., Suite A323, West Palm Beach, FL, 33406.

Bidders must submit the above "Essential Requirements" to the Purchasing Department PRIOR TO ELECTRONIC BID OPENING (June 6, 2007, 2:00 PM EST) via US MAIL, hand delivered, or via courier service to: School District of Palm Beach County, Attn: Dick Hardman, Purchasing Agent, 3300 Forest Hill Blvd., Suite A323, West Palm Beach, FL, 33406.

Failure to supply complete documentation may result in rejection of product submitted.

All items submitted MUST BE COMPLETE, LEGIBLE AND ACCURATE.

- N **MONO-SODIUM GLUTAMATE-MSG**: The District discourages the use of monosodium glutamate. The District reserves the right to award items that contain MSG.
- O **PEANUTS, PEANUT PROTEIN OR PEANUT BY PRODUCTS**: The District discourages the use of products that contain peanuts, peanut protein or peanut by products (P/PBP). The District reserves the right to award items that contain peanuts, peanut protein or peanut by products.
- P **HIGH FRUCTOSE CORN SYRUP, HFCS**: The district discourages the use of High Fructose Corn Syrup. The District reserves the right to award items that contain HFCS.
- Q **TRANS FATTY ACIDS**: The district discourages the use of Trans Fatty Acids. The District reserves the right to award items that contain Trans Fats.
- R **INVENTORY NUMBER**: Inventory numbers on the Specifications/Bid Summary Document refer to School Food Service Department inventory numbers and not to manufacturers' stock numbers.
- S **REPORTS**: Awardee (s) shall be required to submit product utilization reports to the School Food Service Department on a monthly basis as well as at the end of the contract period. These reports must include total monthly quantities per item used by all schools and total dollar amount (combined). Utilization reports shall be submitted within 15 calendar days after the end of each month or contract period.
- T **AREA REPRESENTATIVE**: Bidder should indicate on the document provided, the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.
- U **PAYMENT / PAYMENT TERMS**: Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

The District's payment terms are net 30 days, however the District will accept terms for early payment. Payment will not be processed until the following occurs:

- A. The complete and satisfactory receipt of all items ordered.
- B. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School District MUST include the following to permit verification of prices and expedite payment to vendors:

- A. Name and Address of Vendor
- B. A Unique Invoice Number
- C. Date of Shipment
- D. Line Item Total or Extended Price

In addition to the above invoice requirement please list the Palm Beach County - School Food Service Inventory Number by line item.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments. Once an invoice is paid it is considered final payment.

- **Any outstanding invoices must be mailed to Accounting Services/Accounts Payable within a six month period from the invoice date.**
- **Invoices will be honored for payment for 6 months from the original invoice date.**

All pricing must be in accordance with the bid.

Original invoices must be presented at time of delivery.

If Manager or Designee is present during delivery he/she must sign the invoice at the time of receipt and forward it to the Accounting Services Department for payment.

If Manager or Designee is not present during delivery the driver must note the time of delivery on the invoice and print his/her initials. Once the Manager or Designee returns, he/she must sign the invoice and forward it to the Accounting Services Department for payment.

- V **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- W **POINT OF SALE/MARKETING MATERIALS:** The United States Congress recognizes that schools play a critical role in promoting student health, preventing childhood obesity, and combating problems associated with poor nutrition and physical inactivity by passing the Child Nutrition and WIC Reauthorization Act of 2004 - *Public Law 108-265, sec 204*. This law required each School District participating in the National School Lunch Program to establish a local wellness policy by June 30, 2006.

X **U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION)**: A copy of Form AD – 1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, for all USDA Food and Nutrition Service programs. No supplier shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that supplier from participation in a procurement activity. This form should be **completed and submitted with the bid** in order for the submitted bid to be considered. Every time a bid is submitted, a new form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. **BOTH the Form AND the Invitation to Bid page are required to be filled out when the bid is submitted.**

Y **THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION**: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States. The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Only items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes unless otherwise stated.

If a product is not produced in the USA, all foreign products must be submitted as an alternate and specify country of origin. All foreign products must be inspected for wholesomeness as well as grades and origin of product must be so noted on grade certificates. All products of foreign origin accepted on the bid must have a pesticide analysis from a certified US Lab or Commodity Scientific Support Division (CSSD) at no cost to the School District of Palm Beach County. If any pesticide residue is in excess of USDA or FDA recommendation the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

Z **INFORMATION**: Any questions by the prospective bidders concerning this Invitation to Bid should be directed to RFP Depot at www.rfpdepot.com, bid # 07C-36D, contact Dick Hardman, Purchasing Agent, 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 **Dick Hardman** nor any employee of the District 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. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.

AA **POSTING OF BID RECOMMENDATION / TABULATIONS**: Bid recommendations and tabulations will be posted electronically with RFP Depot and at the Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, West Palm Beach, FL, on **June 8, 2007, at 3:00 p.m.**, EST, and will remain posted for a period of 72 hours. If the bid

tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s); the return of the sealed bid(s) will be after the posting period has expired.

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before Completing Certification, Read Instructions on Reverse)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an 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 participants shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so 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 form 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 form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not 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 Nonprocurement List.
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 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.

07C-36D - PRODUCT INFORMATION FORM FOOD AND SUPPLY BID
ATTACHMENT A

-

This form must be completed for each product /flavor/size.

Company submitting:

Contact Name:

Email: **Phone:**

Product Name: **UPC:**

Vendors shall submit the proper nutrient label and ingredient information, including individual nutrition label and ingredient information for ALL flavors and/or varieties for each item bid.

Information to include:

- | Product Size
- | Serving Size
- | Total Calories
- | Total Fat
- | Saturated Fat
- | Trans Fat
- | Cholesterol
- | Sodium
- | Carbohydrate
- | Dietary Fiber
- | Protein
- | Calcium
- | Iron
- | Vitamin A
- | Vitamin C

Legible Nutritional Information Attached

Legible Ingredient Statement Attached

Copy of Product Label Attached

Each product must have this form completed and signed, in addition to the ingredient and nutrition label information.

PALM BEACH COUNTY SCHOOL FOOD SERVICE

07C-36D - NUTRITION INFORMATION/FOOD ALLERGY WORKSHEET
ATTACHMENT B

VENDOR NAME	
BIDDING ENTITY	
BID LINE ITEM NUMBER	

Does this product contain any of the following ingredients?	YES	NO
1. Dairy products – ammonium caseinate, artificial butter flavor, butter, butter fat, butter oil, buttermilk, calcium caseinate, casein, caseinates, cheese, cream, cottage cheese, curds, custard, hydrolysates, lactalbumin (phosphate), lactoglobulin, lactose, lactulose, magnesium caseinate, milk (derivative, powder, protein, solids, malted, condensed, evaporated, dry, whole, low-fat, milk-fat, non-fat, skimmed, and goat’s milk), nougat, protein caseinate, pudding, rennet casein, sour cream, whey (hydrolysate and concentrate), yogurt	1. <input type="checkbox"/>	<input type="checkbox"/>
2. Eggs - albumin, apovitellin, avidin, conalbumin, custard, egg (white, yolk dried, powdered solids, frozen, and imitation), egg substitutes, eggnog, flavoprotein, globulin, livetin, mayonnaise, meringue, ovalbumin, ovomucin, ovomucoid, ovomuxoid, Simplesse, surimi	2. <input type="checkbox"/>	<input type="checkbox"/>
3. MSG	3. <input type="checkbox"/>	<input type="checkbox"/>
4. Peanuts – beer nuts, chopped nuts, cold pressed peanut oil, defatted peanut, expelled or extruded peanut oil, granulated peanuts, ground nuts, hydrolyzed plant protein, hydrolyzed vegetable protein, marzipan, monkey nuts, mixed nuts, nougat, Nu-nuts, nut pieces, peanut (roasted, butter, flour, and flakes)	4. <input type="checkbox"/>	<input type="checkbox"/>
5. Shellfish & Fish – Abalone, ammonium alginate, anchovies, calcium alginate, carageenan seaweed, clams, cockle, crawfish, fish stock, inodium inosinate, imitation crab, lobster, mollusks, octopus, oysters, potassium alginate, prawns, propylene glycol alginate, scallops, shrimp, snails, sodium alginate, surimi, squid, vegetable gum: seaweed, Worcestershire sauce alginate	5. <input type="checkbox"/>	<input type="checkbox"/>
6. Soy – Chee-fan, deep fried mature soy seed, fermented soybeans, hamanatto, hydrolyzed soy/plant/vegetable protein, immagure green soy seed, katjap, metiauza, miso, natural flavoring, natto, shoyu sauce (soy sauce), soy albumin, soy bean curd, soy hydrolysates, soy (flour, grits, milk, nuts, oil, protein, protein concentrate and isolate), soy sprouts, soybean, sufu, tao-cho, tao-si, taotjo, teriyaki sauce, Tamari, Tempeh, textured vegetable protein (TVP), tofu, whey-soy drink, vegetable (gum, oil, and starch), and Worcestershire sauce	6. <input type="checkbox"/>	<input type="checkbox"/>
7. Tree nuts – almonds, brazil nuts, acponata, cashews, chestnuts, filbert/hazelnuts, hickory nuts, macadamia nuts, marizpan/almond paste, nougat, artificial nuts, nut butters, nut meal, oil, paste, pieces, pecans, pesto, pine nuts, pistachios, walnuts	7. <input type="checkbox"/>	<input type="checkbox"/>
8. Wheat – atta, bel ahar, bread flour, bran (wheat), bread crumbs (wheat), bulgar, cake flour, cereal extract, couscous, cracker, dextrin, durum, enriched flour, farina, fillers, food starch (modified), gelatinized food starch, graham flour, ground spices, gluten (wheat), graham, high gluten or protein flour, kamut flour, laubina, leche alim, malt, malted cereal, maltodextrin, minchin, multi-grainf flour, natural flavoring, seitan, semolina, spelt, superamine, tricale, vegetable starch, vital gluten, vitalia macaroni, whole wheat flour, wheat (puffed and rolled), wheat germ, wheat meal, wheat	8. <input type="checkbox"/>	<input type="checkbox"/>

protein powder, wheat starch, wheat tempeh, and winter wheat flour _____

The information listed above is correct to the best of my knowledge:

Signature of Vendor Representative _____

07C-36D - VARIANCES
Per Special Condition "C"

VARIANCES: State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.

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07C-36D – AREA REPRESENTATIVE DOCUMENT

Per Special Condition "T"

Vendor Name:	<input type="text"/>
Area (Company) Representative:	<input type="text"/>
Company Name:	<input type="text"/>
Company Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

07C – 36D EARLY PAYMENT TERMS

Per Special Conditions “V “

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
<input type="checkbox"/> .5% 10 net 30
<input type="checkbox"/> .75% 5 net 30
<input type="checkbox"/> 1% now net 30

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section [287.087](#), Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's 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) Give 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), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

This form must be executed and returned with attached bid at time of bid opening to be considered.

PBSD 0580 (New 3/91)

MINORITY CERTIFICATION INFORMATION

Minority Certification applications are available through the Minority Business Enterprise located at: <div style="margin-left: 40px;"> Office of Diversity in Business Practices School District of Palm Beach County 3300 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 http://www.palmbeach.k12.fl.us/mwbe </div>	
Are you a minority vendor certified by: (Check if appropriate)	
Palm Beach County School District <input type="checkbox"/>	
State of Florida <input type="checkbox"/>	
If yes, expiration date <input style="width: 150px;" type="text"/>	
Minority Classification <input style="width: 150px;" type="text"/>	
District Classifications:	
2-Black 3-Hispanic 4-Indian/Alaska 5-Asian 6-Women 7-Disabled 8-Other	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:	
<u>Vendor</u>	<u>Estimated Dollar Value</u>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 150px;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 150px;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 150px;" type="text"/>

Minority Women Business Enterprise (M/WBE) Subcontractor Participation Letter of Intent

BID/RFP or Project Name

BID/RFP or Project Number

Name of Bidder

The undersigned intends to perform work with the above project as *(check one)*

- Individual
 Partnership
 Corporation
 Joint Venture

(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor
 Manufacturer
 Supplier

The undersigned is:

- Certified with the School District of Palm Beach County M/WBE Coordinator
 Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column):*

COLUMN 1

- American Indian/Alaskan Native
 Asian/Pacific Islander
 Black, Non-Hispanic
 Hispanic
 Multiracial
 White, Non-Hispanic

COLUMN 2

- Physically Disabled

COLUMN 3

- Female
 Male

PARTICIPATION: The undersigned intends to perform the following work in connection with the above project.

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm

Name and Position

Questions and Answers

Question

We are considering discontinuing one of the products listed on the bid summary.

Must all products be bid to be considered for award? (Submitted: May 25, 2007 1:38:56 PM EDT)

Answer

- I Please see Special Condition C. Award: Every item listed in the Bid Summary Document must be bid to be eligible to receive the award. In the event that a product(s) is(are) not bid or does not meet specifications the entire bid may be disqualified. State any product variation on the form provided. (Answered: May 25, 2007 1:39:39 PM EDT)

Question

After the bid opening will there be a way to get info on how many schools get 2,3,4, or 5 times a week delivery prior to the bid delivery start date? (Submitted: Jun 5, 2007 4:09:31 PM EDT)

Answer

- I The schools have placed their initial orders for the first week of deliveries in the fall. These orders are in hard copy and will be given to the awarded vendor prior to their start. This will not happen until the after the award. (Answered: Jun 6, 2007 11:08:37 AM EDT)

Question

We are planning to attend the bid opening and have a question regarding "Instructions to Bidders" Items 4 & 5: Item #4 states that the bid will be opened publicly and all bidders are invited to attend. Then Item #5 states that the reading of the bid is hereby waived.. Will the bid responses be read aloud at the time of opening?

(Submitted: Jun 5, 2007 4:14:14 PM EDT)

Answer

- I At the bid opening the name of the bidder and prices will be read. There will not be a recommendation of award. (Answered: Jun 6, 2007 11:14:01 AM EDT)