

**The School District of Osceola County, Florida**  
817 Bill Beck Boulevard, Kissimmee, FL 34744-4495  
Phone: (407) 870-4600  
Purchasing: (407) 870-4630 FAX (407) 870-4616 [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

**May 7, 2007**  
**CALL FOR BID**  
**BID #SDOC-08-B-008-LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **PURCHASE AND DELIVERY OF MILK AND JUICE** in the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM** on **August 29, 2007**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the bidder list for this commodity. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this invitation to bid will be made by the approval of the School Board of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website [www.osceola.k12.fl.us/depts/purchasing](http://www.osceola.k12.fl.us/depts/purchasing).

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using the Districts services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans with Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

**PUBLIC ENTITY CRIME & CONVICTED BIDDER LIST**

Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Bidder 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 works, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a bidder, supplier, sub bidder, 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 Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Bidder list."

**APPLICABLE LAW**

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

**STATEMENT OF NO BID**

The School District of Osceola County, Florida  
Purchasing Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, Florida 34744-4495

**Attn: Linda L. Ciraldo - Senior Buyer**

Bid # SDOC-08-B-008-LC

We, the undersigned, have declined not to bid for the following reasons.

- \_\_\_\_\_ We do not handle products/services in this classification
  - \_\_\_\_\_ Opening date does not allow sufficient time to complete bid
  - \_\_\_\_\_ Cannot supply at this time
  - \_\_\_\_\_ Suitable but engaged in other work
  - \_\_\_\_\_ Quantity too small
  - \_\_\_\_\_ Cannot meet required delivery
  - \_\_\_\_\_ Equivalent not presently available
  - \_\_\_\_\_ Unable to meet specifications
  - \_\_\_\_\_ Unable to meet insurance/bond requirements
  - \_\_\_\_\_ Please remove our name from the bidder file only for the commodity listed above
  - \_\_\_\_\_ Please remove our name from the School Board's entire bidder files
  - \_\_\_\_\_ Other reasons or remarks
- 
- 

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's bidder list for this commodity.

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

Authorized Signature \_\_\_\_\_

Print Name of Authorized Person \_\_\_\_\_

Email Address for Authorized Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID REPLY ENVELOPE.**

Failure to do so may result in your name being removed from the School District of Osceola County's Bidder List for this commodity.

Cut out the Label below and attach it to your envelope

<b>DO NOT OPEN * SEALED BID * DO NOT OPEN</b>	
<b>SEALED BID NUMBER:</b>	<u>SDOC-08-B-008-LC</u>
<b>BID TITLE:</b>	<u>Purchase and Delivery of Milk and Juice</u>
<b>BID TO BE OPENED ON</b>	<u>August 29, 2007</u> <b>AT</b> <u>2:00</u> <b>P.M.</b>
<b>BID ENCLOSED</b>	<u>          </u> <b>"NO BID LETTER" ENCLOSED</b> <u>          </u>
<b>Deliver To:</b>	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

**DRUG FREE WORKPLACE  
CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bidders have a drug-free workplace program. In order to 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 work-place, the business's policy of maintaining a drug-free work-place, any available drug counseling, rehabilitation, and employee assistance programs and 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 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.

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

ne(pr237p)

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

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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)**.

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

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

**Purchasing and Delivery of Milk, and Juice**  
**SDOC-08-B-008-LC**  
PR/Award Number of Project

Organization Name

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Names and Titles of Authorized Representative(s)

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Signature(s)

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Date

## INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of 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 whom 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 exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these 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 perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

**Introduction**

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The intent of this statement is to provide guidance to our personnel and bidders on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 7 CFR 210.21 and 7 CFR Part 3019 or by the State Agency.

**Procurement Plan – Small Purchase Procedures (SPP)**

The procurement method that shall govern all purchasing activities for this institution is called Small Purchase Procedures, "SPP". This method of procurement is outlined in National School Lunch Program regulations.

SPP shall be employed to procure all food service program related items that **do not exceed \$100,000 per year**, or per procurement event in aggregate purchases. If this threshold is exceeded or projected to be exceeded, then the sponsor shall use one of the other allowable methods which are; Competitive Sealed Bids, Competitive Negotiation (also called an RFP) or Noncompetitive Negotiation (also called Sole Source).

**Note: the actual threshold for purchasing is the lessor of \$100,000 or the bid threshold established in the sponsor's procurement policy statement.**

The sponsor's method of procurement recognizes these essential elements are required for this program to be in compliance with 7 CFR 210.21 and 7 CFR Part 3019.

- A. **Competition:** We shall demonstrate our goods and services are procured in an openly competitive manner.
- B. **Comparability:** We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles.
- C. **Documentation:** We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, and tabulations or any other significant materials that will serve to document our policies and procedures.
- D. **Code of Conduct:** This program shall be governed by the attached code of conduct and it shall apply to all personnel, employees, directors, agent, officers, volunteers or any person acting in any capacity concerning the food service procurement plan.
- E. **Procurement Review Process:** This procurement plan shall receive an internal program review on an annual basis by an independent second party staff person who is not associated with food service procurement. This review shall be summarized in written form and kept with the other required program documentation.
- F. **Contract Administration:** Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**1. SCOPE**

1.01 THIS SPECIFICATION establishes the minimum requirements for the **PURCHASE AND DELIVERY MILK AND JUICE**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The products will be delivered to approximately 42 individual school sites in Osceola County.

Each bidder is hereby notified that the successful bidder shall be required to deliver milk in trucks belonging to the successful bidder and may not sublet to bidders or other bidders.

This "Invitation To Bid" contains the following two categories:

CATEGORY 1	Milk
CATEGORY 2	Juice

1.02 **THE INTENT** of this bid is to establish a contract for a period of three (3) years from **January, 2008** through **January, 2011**, during which time; the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. This bid may be renewed for an additional two (2) one (1) year periods under the same terms and conditions if mutually agreeable.

1.03 **PRICE RE-DETERMINATION**

The bidder may petition the Director of Purchasing and Warehouse for price re-determination within 45 (forty-five) days of the expiration of each term of the contract or on the anniversary date of the contract, whichever is specified elsewhere in this ITB. The School District may also petition the bidder under the same guidelines. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Milk and Juice" as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of August 2007. The initial re-determination index number will be the index for June 2008 as published in July 2008. Subtracting the base index number from the current index number and dividing the result by the base index number, calculate the maximum percentage increase allowed. For all periods after the first year, subsequent June indexes will be used. Any price re-determination will include all items awarded. If the School District and the bidder cannot agree on any price re-determination, then the contract will expire.

**2. STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

The complete bid package, as received, must be returned "Intact" in a sealed envelope, plainly marked on the outside with the bid number, its opening date and time along with the bidder's Company Name and address. Non-compliance with this stipulation may result in your bid not being considered.

Bid proposals submitted on Bidder's Quotation Forms will not be accepted.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance 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.



**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**2.04 FELONY OFFENCES**

The awarded bidder(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

**2.05 MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

**2.06 INQUIRIES**

Please direct all inquiries concerning this bid, in writing at least seven (7) business days prior to the scheduled bid opening, to: Linda Ciraldo – Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax #407-870-4616.

**2.07 TAXES**

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Bidders or Bidders doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Bidder be authorized to use the District's Tax Exemption Number in securing such materials.

**2.08 AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

**2.09 ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

**2.10 CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

**2.11 CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

**2.12 RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**2.13 ANNULMENT OF THE CONTRACT**

This contract, of which these specifications form an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Bidder to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Bidder to observe the requirements of these specifications; (c) Failure on the part of the Bidder to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

**2.14 UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Bidder and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

**2.15 POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for 72 hours. Interested parties may also go to the School District's website to review the Bid tabulation. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**2.16 LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**2.17 APPLICABLE LAW**

This contract shall be governed by the laws of the State of Florida: jurisdiction and venue shall lie in Osceola County, Florida

Each bidder is hereby notified that this bid falls under the jurisdiction of the U.S. government Executive Order #10936;26 Federal Register 3555 relating to identical bids and as such comes under the Justice Department Annotation DJ-1510; Ref: at-IBR reporting procedures.

**2.18 CHECK UNIT PRICES**

Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price bid will be used in determining the correct bid price.

**2.19 NON-COLLUSION**

Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If BIDDER violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to BIDDER, if any, or otherwise recover from BIDDER the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

**2.20 CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**2.21 EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

**2.22 BANKRUPTCY/INSOLVENCY**

At the time of submittal of bid, bidder/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the bidder/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

**2.23 FACILITY INSPECTION**

The Director of Food Service or her representative has the prerogative of inspecting the suppliers' facilities at her discretion.

**2.24 OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the bidder or supplier. Said product(s)/services are to be furnished in accordance with this solicitation.

**2.25 DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Bidder" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Bidder" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pre-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consist of but not be limited to each of the following:
  - a) each page of this document,
  - b) all addenda heretofore issued,
  - c) purchase order,
  - d) bidder's submittals, if any,
  - e) contract agreement, if required.
9. Campus Grille shall mean: Food Service

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**2.26 QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**  
No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the resp to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

**2.27 LITIGATION HISTORY**

All bidders, including predecessors or related bidder or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

**3. SPECIAL TERMS AND CONDITIONS**

**3.01 METHOD OF AWARD**

The award will be based on "Total Net Bid Price" for each category, or "All or None Bid". The District reserves the right to award to one bidder whose "Total Net Bid Price" is in the best interest of the District. Unit price for each item is requested for accounting purposes.

Bidders may choose to bid on one or both categories. To be considered for an award, the bidder must bid on each item within the category(s) he chooses to bid. Failure to bid on each item may disqualify the bidder for the bid award. The only exceptions are the items with an "\*", which are classified as "optional" products. Bidders will not be disqualified if they do not bid on those products.

**3.02 CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing.

**3.03 ASSIGNMENT**

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

**3.04 PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**3.05 REPRESENTATIVES OF THE PURCHASING AGENT**

Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, subject to the final decision of the Purchasing Agent.

**3.06 ON SITE INSPECTION**

An inspector may be designated by the School District of Osceola County. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Bidder.

**3.07 DELIVERY CHARGES**

All price bid shall include transportation and delivery charges fully paid by the bidder delivered to cafeteria storage units.

**3.08 DELIVERY TERMS**

All arrangements for deliveries will be coordinated with the Food Service Department and approved prior to any deliveries. A list of schools estimated usage for the first delivery is attached. All milk must have been properly handled and refrigerated prior to the time of delivery. Milk shall be uniformly stacked in bulk (without case) in the milk coolers, if requested by the Manager. It shall be the responsibility of the successful bidder to remove, daily, all empty cases in which milk is delivered to the school. **You will be charged \$20.00 per day that the empty cases are not removed.** Deliveries will be made daily on the days in which school is in session. No Friday afternoon deliveries are permitted. The Bidder must provide emergency delivery and/or emergency service within one and one-half (1 ½) hours.

**3.09 DAMAGED ITEMS**

In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the bidder at no cost to the School Board.

**3.10 METHOD OF ORDERING**

Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

**3.11 ORDERS**

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the Purchase and Delivery of Milk and Juice. The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the chosen bidder. This purchase order represents an offer to buy. The order should be reviewed for correct prices, catalog numbers, extensions, etc. **NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.**

**3.12 SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

**3.13 ADDITIONAL ITEMS:**

If during the contract period, a new milk or juice product becomes available that may be evaluated by the School District, Campus Grille Department. Such items may be added to this contract if determined by School District Campus Grille and Purchasing that it would be in the best interest of the District. Such products and prices must be approved by Campus Grille and Purchasing before the product may be add to the contract. All supporting documentation will be maintained in the bid/contract file.

**3.14 INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. At the time of each school delivery, the delivery man shall leave two invoices, an original and a carbon copy. Delivery tickets must be legible with the unit price listed and extensions accurately computed.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**3.15 PARTIAL PAYMENT/INVOICING**

Partial billing will not be accepted. The School Board will pay 100% of the contract price after all items have been delivered and accepted.

**3.16 BIDDER QUALIFICATIONS**

The district reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. Only responsible Bidder qualified by previous experience and satisfactory completion of at least five (5) years experience of milk delivery and two (2) years experience of juice deliveries or contracts for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall submit, with his bid package, the following information:

- 1) **Delivery Ability:** Bidders must have a record or must otherwise demonstrate to the School District the ability to promptly and efficiently deliver all the approved product as specified on the bid list.
- 2) **Capacity:** Bidders may be required to participate in an on site facility review by Campus Grille and Purchasing to show that they have the physical capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
- 3) **Reliability:** A distributor may be considered irresponsible if for any reason other than an Act of God, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type in this district or have failed to properly communicate with Campus Grille and Purchasing on matters essential to a contract of this type.
- 4) **Delivery Equipment:** Bidders must show evidence of ownership or written evidence of a long term lease, to obtain vehicular equipment necessary to effect efficient day –to-day delivery schedules from start-up. The district does not presume to dictate the type of vehicles necessary to maintain an efficient day-to-day delivery schedule, however: bidders should know that all delivery sites do not provide state of the art unloading and food handling facilities. Some sites, in fact, may fall short of normal standards. Most school sites do not accommodate trailer rigs at dockside.
- 5) **Experience records:** Showing his background and experience in similar work, including a list and brief description of similar work satisfactorily completed, with location, date of contracts, together with names and addresses of owners. {The School Board reserves the right to contact any and all customers, past or present to verify previous experience and satisfactory completion of contracts.}

Failure to submit the above requested information may be cause for rejection of your bid. If you have previously submitted this information for similar work in response to another Invitation to Bid, please indicate so on your proposal.

**3.17 BIDDER SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

**3.18 BIDDER EMPLOYEE REQUIREMENTS**

1. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
2. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

3. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.

**PURCHASE AND DELIVERY OF MILK AND JUICE**  
**SDOC-08-B-008-LC**

5. The Bidder shall provide the School District's Representative(s) within ten calendar days of the start of the contract, a list of all Bidder's employees assigned to work on the School Board premises. The employee list shall include complete name, date of birth, home address, and telephone number for each. Similar data shall be submitted for all new hires. The Bidder shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the School District's Representative(s) immediately upon their effective date.
6. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
7. The School District's Representative(s) will determine how the Bidder will receive access to the facility.
8. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
9. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
10. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
11. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) work days. Bidders (Employers) are required to report such convictions to the school board within ten (10) work days of receiving this information.
12. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
13. The Bidder shall strictly prohibit interaction between their employees and the student(s).
14. Bidder's employees may not solicit, distribute or sell products while on School Board property.
15. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
16. The Bidder shall adhere to all of the District's security standards.

3.19 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded bidder, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded bidder must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded bidder the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded bidder working on School Board premises to see that the bidder is in compliance of this requirement. The awarded bidder must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded bidders shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
  - a. One must be a State issued "photo" ID
  - b. Social Security Number

3.20 **SUBCONTRACTING**

If a bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subbidder and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subbidder who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subbidders in order to make a determination as to the foregoing.

3.21 **SERVICE REQUIREMENTS**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

3.22 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other bidders and shall replace or repair any loss or damage unless such be caused by the School Board, other bidders or. The School Board may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.23 **COMPLIANCE WITH BID SPECIFICATIONS**

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will not be "accepted" and will be returned to the bidder at no expense to the School District of Osceola County.

3.24 **REJECTED ITEMS**

Any item or items received which do not meet specifications will be returned at bidder's expense.

3.25 **INSURANCE**

The awarded Bidder (including any subbidders) shall maintain during the life of the contract, the following requirements. Certificates verifying this information will be required with bid submittal. Any bidders not meeting these requirements will be disqualified. Additionally, upon award of contract the successful bidder must show proof that the School District of Osceola County, FL has been added to the bidder's current insurance policy as additionally insured.



**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

- Minimum requirements the bidder must meet are as follows:
- Certificate of general liability insurance - minimum of \$1,000,000
- Certificate of workers compensation for all employees – minimum of \$1,000,000
- Proof of automobile liability – minimum of \$1,000,000

**3.26 PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4492.

**3.27 INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

**3.28 DURATION OF INSURANCE POLICIES**

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.

**3.29 HOLD HARMLESS AND INDEMNIFICATION**

The Bidder agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees, and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Bidder, its officers, employees, and agents under any of the terms of this contract.

**3.30 EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3))**

All bidders, Awarded Firms and sub-contracted Firm must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (43 CFR Chapter 60).

**3.31 COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4))**

All bidders, Awarded Firms and sub-contracted Firm must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

**3.32 DAVIS-BACON ACT (34 CFR 80.36(i)(5)):**

All bidders, Awarded Firms and sub-contracted Firm must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Contract contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.)

**3.33 RECORDS RETENTION (34 CFR 80.36(i)(11)):**

All bidders, Awarded Firms and sub-contracted Firm must retain all records pertaining to this contract for five (5) years after the District makes final payments and all other pending matters are closed.

**3.34 CLEAN AIR AND WATER ACT (34 CFR 80.36(i)(12)):**

All bidders, Awarded Firms and sub-contracted Firm must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and sub-contracts of amounts in excess of \$100,000.)

**3.35 NEW FACILITIES**

Any new facility built during the existence of this contract shall be covered by this bid.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

3.36 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes, and Osceola County School Board Rule 7.70 III.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied a bond to the District in an amount equal to 1 percent (1%) of the total estimated contact value, but not less the \$500 or more than \$5,000.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

4. **BID SPECIFICATIONS**

4.01 **REFRIGERATED MILK BOXES**

The successful bidder shall supply the necessary refrigerated milk coolers as listed on the attached page of this bid designated by the Director of Food Service. Milk coolers furnished are to hold a temperature of 38 degrees F when closed, be in good condition and have proper fitting gaskets and lids. Drop front coolers are required. Coolers should be mobile and have locks on casters. Capacity and size of cooler should be adequate to meet the needs of each school. Coolers must be lockable for security and keys furnished to the lunchroom manager.

The Bidder shall be responsible for keeping the company furnished boxes in good, safe working condition. Any spoilage due to mechanical failure of Bidder-supplied equipment must be absorbed by the Bidder. The Bidder shall assume all responsibility for loss and/or damage to loaned equipment on School Board Property, except for such loss as may be caused by Board employee's and students willful act.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**4.02 COMPLIANCE REQUIREMENT**

No company's bid shall be considered whose milk processing and distribution plant does not provide continuous USDA Inspection and/or with "U.S. Public Health Service Sanitation Compliance Ratings of Florida Milk Plants" and shall be shown on the current compliance list at the time of the bid opening.

**4.03 QUANTITIES**

The quantities of milk and juice on the list of schools are estimates for the first day of school only and may be increased or decreased at the request of the Manager at each school.

**4.04 KEYS**

Keys will be issued to and signed for by a representative of the milk and/or juice companies prior to the opening day of school for all schools. They will be returned to the School Board at the end of the School year.

**4.05 EMERGENCIES**

In the event of strikes, fires, or other emergency type situations, milk and/or juice deliveries will be adjusted accordingly. The Bidder shall be responsible for any additional special deliveries required in case of emergency during the school day in the event a facility has a shortage of supply. The Bidder must provide emergency elivery and/or emergency service within one and one-half (1 ½) hours.

**4.06 DELIVERIES**

Milk and/or juice shall be uniformly stacked in bulk (without case) in the milk cooler. Product shall be stacked neatly in refrigerated boxes on a rotating basis: i.e., with the most current product at the bottom and the older product at the top to be used first. It shall be the responsibility of the successful bidder to remove daily, all empty cases in which milk and juice is delivered to the school. Deliveries will be made daily on the days in which school is in session.

**4.07 PICK-UP OF EMPTY MILK CASES**

It shall be the responsibility of the successful bidder to remove, daily, all empty cases in which milk is delivered to the school. **You will be charged \$20.00 per day that the empty milk cases are not removed.**

**4.08 DELIVERY TICKETS**

At the time of each school delivery, the delivery man shall leave two invoices, an original and a copy. Delivery Tickets must be legible with the unit price listed and extensions accurately computed.

**4.09 FAILURE TO DELIVER**

Any school not receiving milk and/or juice deliveries in sufficient quantities or in the specified type container as ordered or during designated times in order to meet School Nutrition Guidelines is subject to financial reimbursement for all meals (served that day). These costs will be automatically transferred to the bidder.

**4.10 RETURN OF MILK AND JUICE**

Milk and/or juice which is left at the school before the Thanksgiving, Christmas, and Spring holidays, and the last day of school for the year shall be picked up by the successful bidder and a credit slip issued to the school showing the number of half-pints and amount credited to the school account.

Milk and/or juice spoiled other than by negligence on the part of the School Food Service Personnel is to be replaced or credit given to the school account. Leakers will be replaced at no charge to the school.

**4.11 SUMMER FEEDING**

Osceola District Schools participate in the Summer Feeding Program. The successful bidder will deliver milk and/or juice to designated sites. There are approximately forty-seven (47) sites in Osceola County that participate. Summer Feeding program last for approximately eleven (11) weeks. Milk and/or juice deliveries are to be made to these sites as instructed. The milk boxes are to be returned to originating sites prior to school beginning.

**PURCHASE AND DELIVERY OF MILK AND JUICE**  
**SDOC-08-B-008-LC**

**5. MILK REQUIREMENTS – CATEGORY I**

Bidders must bid on fresh, Grade A, pasteurized, homogenized, Vitamin D enriched milk. Milk shall be free from added water, preservatives, neutralizers or other foreign matter. All milk shall meet pasteurization, percent of non-fat milk solids, percent of milk fat and bacteria count specifications consistent with Federal and/or Florida laws, State Board of Health, requirements of Osceola County Health Department and accepted standards of the milk industry. All items furnished under this bid shall be identified as having been officially inspected for

wholesomeness and sanitation under a Federal or State regulations program. It is preferred that high fructose corn sweetener not be used in any products. Preference will be given to bidders whose products are free of this sweetener.

**5.01 LOW FAT CHOCOLATE MILK**

- a.) Not less than 2000 USP units Vitamin A per quart.
- b.) Not less than 400 USP units Vitamin D per quart.
- c.) Not less than ½% milk fats.
- d.) Contain not less than 8.25% total milk solids non-fat. The ratio of the protein to total non-fat milk solids of the food and the protein efficiency ratio of all protein present, shall be decreased as a result of adding such ingredients.
- e.) Emulsifiers or stabilizers added shall not be more than 2% by weight of the total non-fat milk solids added.
- f.) Addition of cocoa or chocolate or other approved flavoring; Provided, that the bidder shall utilize the same cocoa, chocolate or other approved flavoring in milk provided under this contract as the bidder utilizes for its comparable product sold at retail outlets in the geographic vicinity of the District.
- g.) Pasteurized and homogenized.

**5.02 LOW FAT WHITE MILK**

- a.) Not less than 2000 USP units Vitamin A per quart.
- b.) Not less than 400 USP units Vitamin D per quart
- c.) Not less than 1% milk fats.
- d.) Contain not less than 8,25% total milk solids non-fat. The ratio of the protein to total non-fat milk solids of the food and the food and the protein efficiency ratio of all protein present shall be decreased as a result of adding such ingredients.
- e.) Emulsifiers or stabilizers added shall not be more than 2% by weight of the total non-fat milk solids added.
- f.) Pasteurized and homogenized.

**5.03 SKIM WHITE MILK**

- a.) Not less than 2000 USP units Vitamin A per quart.
- b.) Not less than 400 USP units Vitamin D per quart.
- c.) No milk fats.
- d.) Contain not less than 8.25% total milk solids non-fat. The ratio of the protein to total non-fat milk solids of the food and the protein efficiency ratio of all protein present, shall be decreased as a result of adding such ingredients.
- e.) Emulsifiers or stabilizers added shall not be more than 2% by weight of the total non-fat milk solids added.
- f.) Pasteurized and homogenized.

**5.04 LOW FAT STRAWBERRY MILK (or other additional flavor)**

- a.) Not less than 2000 USP units Vitamin A per quart.
- b.) Not less than 400 USP units Vitamin D per quart.
- c.) Not less than ½% milk fats.
- d.) Contain not less than 8.25% total milk solids non-fat. The ratio of the protein to total non-fat milk solids of the food and the protein efficiency ratio of all protein present shall be decreased as a result of adding such ingredients.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

- e.) Emulsifiers or stabilizers added shall not be more than 2% by weight of the total non-fat milk solids added.
- f.) Addition of approved flavoring; Provided, that the bidder shall utilize the same approved flavoring in milk provided under this contract as the bidder utilizes for its comparable product sold at retail outlets in the geographic vicinity of the District; Provided further, that the bidder's proposal may specify an alternative flavor of low fat milk as a substitute for strawberry, and may specify flavors of low fat milk to be supplied in addition to strawberry or the substitute for strawberry.
- g.) Pasteurized and homogenized.

5.05 **BUTTERMILK**

- a.) Shall contain not less than 8.25% non-fat milk solids.

5.06 **COTTAGE CHEESE**

- a.) Shall be low fat, 1% milk fat, small curd.

5.07 **NUTRIENT ANALYSIS**

**The nutrient analysis and ingredient list must be provided with the bid response on company stationery, with signature and title of company official. Failure to provide this information may disqualify your bid from consideration.**

5.08 **DELIVERY TEMPERATURE**

Delivery temperature shall be no greater than 40 degrees F. Delivered milk shall have a minimum of 14 days left before the expiration date of the code date. Coding information shall be furnished to the Director of Food Service.

**Milk shall not be delivered frozen.**

5.09 **TYPE OF CONTAINER**

Milk cartons shall be delivered in a clean condition, free of dirt, sand, grease, or other foreign particles in clean plastic milk carrying cases (milk crate type). Leaking, empty or sour milk cartons shall be replaced without charge the day following delivery and the above conditions must not be extensive nor a consistently recurring problem.

Currently the Osceola School District High Schools prefer to offer milk in 8 oz. plastic bottles. However, the District must also consider the additional cost of this improved packaging. While the enhanced packaging offered in the retail environment is very desirable, the price may exceed the District's ability to pay. Therefore, the District requests bidders to evaluate lower cost alternatives that still provide the improved quality package of a plastic bottle that the District feels will increase milk sales and consumption.

5.10 **PRINTING ON MILK CARTONS**

The successful bidder may be asked to furnish printed cartons designating "SCHOOL LUNCH WEEK" for the month of October.

No other product or advertisement shall be advertised on the carton through the contract period.

6 **JUICE REQUIREMENTS- CATEGORY II**

- a. Juice storage arrangements must be coordinated with the milk company.
- b. Continuous U S D A inspection required of juice and plant facility.

6.01 **ORANGE JUICE**

All orange juice must be prepared from orange juice concentrate or from pasteurized orange juice as outlined by the Federal Food, Drug and Cosmetic Act. Orange juice concentrate used shall be USDA Grade A, Fancy. Products furnished must comply with all respects to the standards and regulations established by Federal Food, Drug and Cosmetic Act and subsequent decisions of the U.S. Department of Agriculture. The label must include either "Florida's Sunshine Tree" or, "Florida's Seal of Approval" with the accompanying statement, "100% Florida."

6.02 **APPLE JUICE**

Produced from apple juice and/or concentrate. Juice to have a minimum brix of 11.5 degrees.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

6.03 **\*ORANGE/PINEAPPLE JUICE**

Produced from U.S. Grade A Fancy orange juice and/or concentrate and pineapple juice and/or concentrate. Juice to have a minimum brix of 12.0 degrees. This is classified as a “desired” products and bidders that do not bid on them will not be disqualified.

6.04 **DELIVERY TEMPERATURE**

All juices delivered shall be between 35-45 degrees Fahrenheit temperature at time of delivery. Each container shall be labeled as to content and comply with all rules and regulations of the Pure Food, Drug, and Cosmetic Act with regard to labeling.

6.05 **TYPE OF CONTAINER**

Juice shall be delivered in a clean condition, free of dirt, sand, grease, or other foreign particles in clean plastic lk carrying cases or recyclable corrugated boxes. Leaking, empty or sour juice cartons shall be replaced without charge the day following delivery and the above conditions must not be extensive nor a consistently recurring problem.

6.05 **QUANTITIES**

a) **4 oz. Units:** Estimated quantities to be purchased or processed are expected to be 4,000,000 units during the school year. Of this total, it is expected that approximately 40% will be juices other than orange juice, spread among the other two juices.

b) **6 oz. Units:** Estimated quantities to be purchased or processed is expected to be 80,000 units during the school year. It is expected that these units will be distributed among the three juice flavors.

6.06 **TYPE OF CONTAINERS**

Any orange juice supplied under the Florida Donated Food Processing Agreement will be delivered to the successful bidder in a container suitable for reprocessing. The following containers have been approved for packaging 4 oz., 6 oz. and 8 oz. containers of juice upon the following conditions:

- A. All 4 oz, 6oz, and 8 oz paper containers, in which juice for the Osceola County Schools is packaged, shall be plastic coated, sound, sanitary, clean, leak proof, and with seals which open properly. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination. Containers shall be safe from Dioxin content as approved by governing agencies.

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**SCHOOL USAGE**

<b>SCHOOL</b>	<b>Daily Count 1%</b>	<b>Daily Count 8 oz Choc</b>	<b>Daily Count 8 oz Skim</b>	<b>Daily Count 8 oz Strawberry</b>	<b>Daily Count 8 oz Orange Juice</b>	<b>Daily Count 4 oz Orange</b>	<b>Daily Count 4 oz Apple</b>	<b>Previous Bidder Owned Milkboxes</b>	<b>How Many School owned Milkboxes</b>	<b>How many cases box holds</b>
<b>Narcoossee</b>	400	700	100	200	50	100	325	2 @ 12 cases	1 @ 16 cases	
<b>Discovery</b>	250	800	100	350	50	225	225	1 @ 12 cases	2 @ 6 cases	
<b>Kissimmee Elem</b>	500	500	200	300	0	250	250	3	0	16
<b>Central</b>	550	250	100	200	0	375	0	1 @ 16 cases	2 @ 8 cases	
<b>Highlands</b>	200	500	150	200	0	0	375	2	0	16
<b>Osceola High</b>	200	600	50	48	75	150	150	3	0	1@12 cases 2@16 cases
<b>Denn John</b>	400	800	50	400	50	225	300	0	3	16
<b>Thacker</b>	250	350	100	250	0	150	150	1 @ 16 cases	1 @ 12 cases	
<b>St.Cloud High</b>	100	250	50	100	75	75	75	1 @ 16 cases	1 @ 16 cases	
<b>Kissimmee Middle</b>	500	600	100	300	50	100	300	1 @ 16 cases	1 @ 16 cases	
<b>Michigan Ave</b>	400	500	100	200	0	300	300	1 @ 12 cases	2 @ 16 cases	
<b>St. Cloud Middle</b>	350	600	100	400	50	150	300	2 @ 16 cases	1 @ 16 cases 1 @ 8 cases	
<b>Reedy Creek</b>	500	600	150	150	0	225	0	2	0	16
<b>Neptune</b>	300	500	100	300	50	150	150	0	4	16
<b>Ventura</b>	500	500	150	300	0	300	300	3	0	16
<b>Horizon</b>	300	600	50	400	0	300	300	0	2	16
<b>Boggy Creek</b>	300	400	150	150	0	225	300	2	0	16
<b>Hickory Tree</b>	300	400	150	150	0	150	300	1 @16 cases	1 @12 cases	

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**SCHOOL USAGE**

<b>SCHOOL</b>	<b>Daily Count 1%</b>	<b>Daily Count 8 oz Choc</b>	<b>Daily Count 8 oz Skim</b>	<b>Daily Count 8 oz Strawberry</b>	<b>Daily Count 8 oz Orange Juice</b>	<b>Daily Count 4 oz Orange</b>	<b>Daily Count 4 oz Apple</b>	<b>Previous Bidder Owned Milkboxes</b>	<b>How Many School owned Milkboxes</b>	<b>How many cases box holds</b>
<b>Gateway High</b>	250	450	50	450	75	250	250	1	1	16
<b>Mill Creek</b>	500	800	50	0	0	300	300	0	2	1@12 cases 1@16 cases
<b>Celebration K - 8</b>	125	375	50	0	0	75	75	0	4	8
<b>Lakeview</b>	400	400	150	150	0	50	225	1	0	16
<b>Pleasant Hill</b>	600	600	50	0	0	150	150	0	2	16
<b>Parkway Middle</b>	300	400	200	300	0	75	150	0	2	16
<b>Deerwood</b>	500	650	150	400	0	225	225	1	0	16
<b>Poinciana High</b>	300	64	50	800	75	300	300	2	0	16
<b>Cypress</b>	450	500	200	200	0	300	300	0	2	16
<b>4 Corners</b>	250	250	50	50	0	150	150	4	0	2@12 cases 2@16 cases
<b>Poinciana Elem</b>	600	600	200	400	0	300	300	3	0	16
<b>Celebration High</b>	150	240	50	250	75	150	225	2	0	16
<b>Partin Settlement</b>	250	850	50	0	0	75	150	1	1	16
<b>OCSA</b>	51	150	50	75	25	100	155	1	0	16
<b>Harmony High</b>	50	350	50	15	75	150	225	1	0	8
<b>Bellalago</b>	400	500	250	250	0	150	150	1 @16 cases	1@10, 2@12, 1@16	
<b>Chestnut</b>	450	500	450	400	0	225	225	0	4	16
<b>Sunrise</b>	500	1000	50	0	0	300	300	0	4	16



**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

**SCHOOL USAGE**

<b>SCHOOL</b>	<b>Daily Count 1%</b>	<b>Daily Count 8 oz Choc</b>	<b>Daily Count 8 oz Skim</b>	<b>Daily Count 8 oz Strawberry</b>	<b>Daily Count 8 oz Orange Juice</b>	<b>Daily Count 4 oz Orange</b>	<b>Daily Count 4 oz Apple</b>	<b>Previous Bidder Owned Milkboxes</b>	<b>How Many School owned Milkboxes</b>	<b>How many cases box holds</b>
<b>St. Cloud Elem</b>	300	320	50	120	0	75	450	0	3	16
<b>Zenith</b>	100	200	50	100	25	225	450	0	1	16
<b>PM Wells</b>	150	400	0	0	0	75	75	1 @ 16 cases	1 @ 16 cases 1 @ 8 cases	
<b>New Dimensions</b>	50	100	0	100	0	150	150	1	0	12
<b>Kissimmee Charter</b>	175	450	0	0	0	225	225	2	0	16
<b>Cornerstone</b>	100	150	0	100	0	100	100	1	0	12
<b>Crossroads</b>	100	150	0	100	0	100	100	1	0	12
<b>Canoe Creek</b>	150	250	50	100	0	75	75	1 @ 16 cases	1 @ 10 cases	
<b>Liberty High</b>	50	350	50	200	75	150	150	0	3	16
<b>Elementary "I"</b>	350	500	50	300		300	50	0	3	16
<b>Elementary "K"</b>	350	500	50	300		300	50	0	3	16

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

<b>CATEGORY 1</b>				
<b>Item Number</b>	<b>Product Description</b>	<b>Est. Annual Usage Amt</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Firm price per 8 oz Carton, Low Fat Chocolate Milk (1/2%)  Brand/Manufacturer _____	3,814,737	_____	_____
2	Firm price per 8 oz Plastic Bottle, Low Fat Chocolate Milk (1/2%)  Brand/Manufacturer _____	2,500,000	_____	_____
3	Firm price per 8 oz Carton, Low Fat Milk (1%)  Brand/Manufacturer _____	1,541,110	_____	_____
4	Firm price per 8 oz Plastic Bottle, Low Fat Milk (1%)  Brand/Manufacturer _____	500,000	_____	_____
5	Firm price per 8 oz Carton, Skim Milk (0%)  Brand/Manufacturer _____	35,000	_____	_____
6	Firm price per 8 oz Plastic Bottle, Skim Milk (0%)  Brand/Manufacturer _____	25,000	_____	_____

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

<b>CATEGORY 1 (continued)</b>				
<b>Item Number</b>	<b>Product Description</b>	<b>Est. Annual Usage Amt</b>	<b>Unit Price</b>	<b>Total Price</b>
7	Firm Price per 8 oz Carton, Low Fat Strawberry Milk (1/2%)  Brand/Manufacturer _____	1,750,000	_____	_____
8	Firm Price per 8 Oz Plastic Bottle, Low Fat Strawberry (1/2%)  Brand/Manufacturer _____	1,000,000	_____	_____
9	<b>TOTAL NET PRICE (ITEMS #1-8)</b>			
<b>OTHER</b>				
10	Buttermilk ½ gallon  Brand/Manufacturer _____	2,000	_____	_____
11	Cottage Cheese, Low fat 5lbs  Brand/Manufacturer _____	500	_____	_____
12	Sour Cream 5 lbs  Brand/Manufacturer _____	300	_____	_____
13	<b>TOTAL NET PRICE (ITEMS #10-12)</b>			

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

<b>CATEGORY II</b>				
<b>Item Number</b>	<b>Product Description</b>	<b>Est. Annual Usage Amt</b>	<b>Unit Price</b>	<b>Total Price</b>
14	Orange Juice, "100% Pure Florida Juice", 4 oz Brand/Manufacturer _____	968,632	_____	_____
15	Apple Juice, 4 oz Brand/Manufacturer _____	677,358	_____	_____
16	Orange Juice, "100% Pure Florida Juice", 6oz Brand/Manufacturer _____	15,000	_____	_____
17	Apple Juice, 6oz Brand/Manufacturer _____	5,000	_____	_____
18	Orange Juice. "100 Pure Florida Juice", 8 oz Brand/Manufacturer _____	677,358	_____	_____
19	<b>TOTAL NET PRICE (ITEMS # 14 – 18)</b>			

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

<b>CATEGORY II (continued)</b>				
<b>Item Number</b>	<b>Product Description</b>	<b>Est. Annual Usage Amt</b>	<b>Unit Price</b>	<b>Total Price</b>
*20	Orange/Pineapple Juice 4 oz Brand/Manufacturer _____	500,000	_____	_____
*21	Orange/Pineapple Juice, 6 oz Brand/Manufacturer _____	15,000	_____	_____
*22	<b>TOTAL NET PRICE (ITEMS #20 – 22)</b>			

**\* INDICATES OPTIONAL PRODUCTS**

23 Nutrient analysis and ingredient list provided? \_\_\_\_\_ Yes \_\_\_\_\_ No

24 Are milk products fructose corn sweetener free? \_\_\_\_\_ Yes \_\_\_\_\_ No

25 Will you subcontract any part of this bid? \_\_\_\_\_ Yes \_\_\_\_\_ No

26 What percentage of your cost is fuel? \_\_\_\_\_ %

27 Exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PURCHASE AND DELIVERY OF MILK AND JUICE  
SDOC-08-B-008-LC**

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I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BIDDER NAME

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE