

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL BOARD ADMINISTRATION BUILDING

1450 Northeast Second Avenue  
Miami, Florida 33132



COMPLETE USING  
TYPEWRITER  
OR  
BALL-POINT PEN  
ONLY.

Direct all inquiries to the  
Bureau of Procurement and  
Materials Management.

BUYER NAMED: O. Houser  
PHONE: (305) 995-2361  
TDD PHONE (305) 995-2400

**BIDDER QUALIFICATION FORM**

BID NO. 010-CC03 BID TITLE JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS  
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON 12/19/02 IN ROOM 351,  
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE  
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 365 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO  
BIDDERS, para.IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL  
CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO  
OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

**I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)**

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 is in all respects fair and without collusion or fraud. I  
agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of  
Miami-Dade County, Florida.

**II. INDEMNIFICATION**

The Bidder shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action,  
loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation,  
attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property  
arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on  
behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee,  
excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The  
School Board of Miami-Dade County, Florida and its members, officers and employees.

**III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:**

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond \_\_\_\_\_ Check (Cashier's, Certified, or Equal) \_\_\_\_\_

**PLEASE TYPE OR PRINT BELOW**

LEGAL NAME OF VENDOR : \_\_\_\_\_

MAILING ADDRESS : \_\_\_\_\_

CITY, STATE, ZIP CODE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) : \_\_\_\_\_ DATE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : \_\_\_\_\_ TITLE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

## INSTRUCTIONS TO BIDDERS

### I. PREPARING OF BIDS

**A. BIDDER QUALIFICATION FORM** qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

**1. PERFORMANCE SECURITY.** The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

**2. BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.

**B. INSTRUCTIONS TO BIDDERS** define conditions of the bid.

**1. ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

**2. FOR MWBE designated bids.** The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the MWBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

**C. BID PROPOSAL FORM** defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate its name in the appropriate space on each page.

**1. ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph DC: Packaging.

**2. PROTEST OF SPECIFICATIONS.** Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

**3. PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

**4. TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

### II. SUBMITTING OF BIDS

**A. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

**B. ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to use a typewriter or complete bid proposal in ink.

- 1. Use of pencil is prohibited.
- 2. Do not erase or use correction fluid to correct an error.
- 3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

**C. PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

**D. PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. 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.

**E. SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times may result in your company being removed from the School Board's bid list.

**F. AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management.

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids or request for proposals, or other solicitations may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

**A.** Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Associate Superintendent, Bureau of Procurement and Materials Management, determines in writing that such action is in the best interest of the Board for reasons including, but not limited to:

- 1. The Board no longer requires the supplies, services, or construction;
- 2. The Board no longer can reasonably expect to fund the procurement;
- 3. A review of a valid protest filed by a bidder as may be determined by the administrative staff;
- 4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

**B.** When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

**C.** The notice of cancellation shall:

- 1. Identify the solicitation;
- 2. Briefly explain the reason for cancellation; and

3 Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future procurements of similar supplies, services, or construction.

#### IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. **AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn for 90 days after the determined opening date unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. **FAILURE TO ACCEPT BID AWARD.** Bidders who, prior to the Bid Award by the School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

#### V. AWARDS

A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request re-bids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. **AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.569, Fla.Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

C. **OFFICIAL AWARD DATE.** Awards become official when made unless otherwise specified in the award recommendation.

D. **PURCHASE ORDERS.** Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

E. **DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are

determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064. The Board reserves the right to waive liquidated damages/loss of eligibility.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

#### VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. **PURPOSE.** A performance bond or check may be required to guarantee performance.

B. **BONDING COMPANY.** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

##### 1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

##### 2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VLB. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. **AMOUNT.** When required as defined therein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida a Performance Bond, Cashier's/Certified Check or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required unless otherwise defined in the bid specifications. If Performance security is required, it shall equal 100% of the award amount.

D. **RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of the cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

#### VII. SAMPLES. When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures.

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with the requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

Revised April 1999

C. Bidder must obtain, from Materials Control Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS CONTROL TESTING AND EVALUATION  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: (305) 995-3290

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the Bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materials Control Testing and Evaluation for further details.

VIII. SUBSTITUTIONS. Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through the Bureau of Procurement and Materials Management, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

IX. PACKAGING

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. CONTAINER IDENTIFICATION. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

X. PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to re-bid any or all of these items.

XI. RECYCLING REQUIREMENTS. Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XII. ENVIRONMENTAL PRODUCTS. Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIII. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment each invoice must show the following information which appears on the Purchase Order:

- |  |                      |
|--|----------------------|
| 1. Purchase Order Number                   | 2. Item Descriptions |
| 3. Quantities and Units                    | 4. Price Extensions  |
| 5. Total Price of all items on the invoice |                      |

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

XIV. NO GRATUITY POLICY. It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XV. COMPLIANCE WITH FEDERAL REGULATIONS.

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause as well as for convenience by issuing a certified notice to the vendor.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #010-CC03.

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

### INSURANCE

Prior to being awarded, the Vendor has five business days after notification to submit proof of insurance as required herein. If, however, the Vendor is not the manufacturer of the food product, then the Vendor is required to obtain evidence of insurance from the manufacturer of the food product and then transmit such to the Office of Risk and Benefits Management. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such coverage may cause the Vendor to be non-responsive and not eligible for award of the Contract. The insurance coverage and limit shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance, endorsed to include Products and Completed Operations Liability Insurance, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on the insurance policy.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contract period, including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board within a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1500 Biscayne Boulevard, Suite 127  
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

# Vendor Information Sheet



1A. \_\_\_\_\_  
Federal Employer Identification Number

Or \_\_\_\_\_  
Owner's Social Security Number

1B. \_\_\_\_\_  
Name of Firm, Individual(s), Partners or Corporation

\_\_\_\_\_ Street Address

\_\_\_\_\_ City State Zip Code

2. Telephone/Fax/Contact Person

\_\_\_\_\_ Telephone number

\_\_\_\_\_ Fax number

\_\_\_\_\_ Contact Person

\_\_\_\_\_ E-mail address

R

## 3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

**NOTE:** The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b> 010-CC03	<b>BUYER</b> O. HOUSER	<b>PAGE</b> SC 1
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**JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid is to establish a contract, at a single firm fixed percent mark-up on items delivered, for the estimated requirements of items listed. The term of the bid shall be from date of award, through **February 3, 2006**, concluding at the end of the business week, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be extended for one (1) additional two (2) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. After the initial Bid period, all subsequent extension periods shall conclude at the end of the business week. The Board, through Procurement and Materials Management, may, if considering extending this contract, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agree(s) to this condition by signing its bid.
2. In order for your bid to be considered, a **Bid Bond** must be included in your bid package. See Special Condition 15. In addition to the Bid Bond, the successful bidder must provide a **Performance and Payment Bond** in the amount equal to 10% of the estimated contract value, is required. See Special Condition 15. The jobber shall be located within the south Florida area with the capability of delivery to all school locations within Miami-Dade County.
3. **COST OF SERVICES:** The bidder must state the single firm fixed percent mark-up to provide all services herein. The District will pay a single firm fixed percent mark-up on items delivered. This percent mark-up will remain firm through the term of the contract and subsequent extensions, and will be calculated based on the individual price of a product. The successful bidder will buy the required products from a District-awarded price agreement contracts, and will invoice the District the cost of the product plus the firm fixed percent mark-up. No other additional costs will be paid.
4. **EVALUATION:** An evaluation of the bidder(s) shall be conducted which will include inspection of the physical plant, equipment, current data processing capacity and automated computerized reports concerning inventories, billing, invoicing and other required reports, prior to award recommendation. This evaluation will be a factor in the award recommendation. The following will also be considered in the evaluation process.
  - A. Number and capacities of trucks to be assigned to school deliveries as specified in this bid.
  - B. Condition of all trucks. (Appearance, cleanliness, etc.)
  - C. Dun & Bradstreet rating or required financial information.



MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 010-CC03	BUYER O. HOUSER	PAGE SC 2
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JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**SPECIAL CONDITIONS (CONTINUED)**

- D. Inventory capacity and order controls.
- E. Number of years of experience the jobber has in institutional food purchasing, storage, and delivery service. (Jobber is required to have a minimum of three years experience in institutional food operations.)
- F. Past and current references.
- G. Facilities:
  - 1. Storage capacity for dry, frozen, and refrigerated food items.
  - 2. Temperature measuring and recording devices used by your operation, in each storage area where food products will be stored.
  - 3. Cleanliness and sanitation of storage areas, equipment, staging and loading areas (docks).
  - 4. Manner in which merchandise is handled, palletized, and stored in all areas.
  - 5. Evidence of pest control and sanitation procedures. Jobber must have a documented sanitation program and recent inspection report by the Florida Department of Agriculture and Consumer Services.

**5. DATA PROCESSING REQUIREMENTS:**

- A. Jobber must be able to accept and create magnetic tapes in standard IBM-OS 9 track 1600 bpi or 6250 bpi. Record formats of magnetic tapes will be determined and supplied by Information Technology Systems (I.T.S.) of the School Board of Miami-Dade County, Florida.
- B. Jobber must have sufficient staff and necessary equipment to perform necessary data entry to key in orders from reports created by (M-DCPS) Information Technology Systems department. This will be necessary if a magnetic tape of orders was unable to be created (e.g., equipment failure).
- C. Data processing capability for billing, deliveries, invoicing, and required reports listed in Jobber Specifications 10., but not limited to those for this bid.
- D. The jobber will be required to demonstrate the ability to accept, process and generate all Information Technology Systems (I.T.S.) requirements specified in this bid, prior to a recommendation for bid award. An award WILL NOT be made to the successful bidder(s), if it fail to accept, process and generate all Information Technology Systems (I.T.S.) requirements.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 010-CC03	BUYER O. HOUSER	PAGE SC 3
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JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**SPECIAL CONDITIONS (CONTINUED)**

6. **STATEMENT OF JOBBER'S QUALIFICATION:** All bidders must complete the enclosed Statement of Jobber's Qualification and submit it with their bid. Failure to do so shall result in non-consideration of your bid.
7. **MINIMUM INVENTORY REQUIREMENTS:** Successful vendor must have the ability to maintain a minimum inventory of the high volume items utilized during the five (5) week menu cycle, for dry, frozen and refrigerated food items.
8. **SERVICE LEVEL:** Successful vendor(s) are expected to fill orders at a monthly average of 99 percent or above on the scheduled delivery day. The remainder shall be delivered within 24 hours of the scheduled delivery day or at the discretion of the Department of Food and Nutrition.
9. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://Procurement.dadeschools.net>, (District Information, Procurement/Bids).
10. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.
11. **HEALTH INSPECTION:** The jobber must provide a copy of the company's most recent health inspection report with its bid, inspected by the State of Florida, Department of Agriculture. Failure to submit this document may result in the vendor's bid not being considered for award. The School Board of Miami-Dade County, Florida reserves the right to inspect the vendor operations facility and trucks. Failure to maintain all required licenses and satisfactory inspection reports during the term of this agreement and subsequent renewals may result in the awardee being defaulted.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 010-CC03	BUYER O. HOUSER	PAGE SC 4
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JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**SPECIAL CONDITIONS (CONTINUED)**

12. **PURCHASES BY OTHER M-DCPS FACILITIES:** Miami-Dade County Public Schools reserves the right to purchase items for other facilities or programs from this bid.
13. **MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held on **December 11, 2002, at 10:00 a.m.**, in the Division of Procurement Management and Materials Testing conference room, at 1450 N.E. 2 Avenue, Miami, FL 33132, room 351. All local and out-of-state bidders who are going to submit a bid must attend this meeting, and be present by the above-mentioned date and time. A waiver to this Special Condition will not be granted.  
  
At this meeting, any discrepancies or omissions in the bid documents or any questions regarding the bid and scope of work shall be discussed and dispensation made. Failure to attend this conference shall result in non-consideration of your bid.
14. **U.S.D.A. CERTIFICATION DOCUMENT:** Each vendor is required to complete and submit with their bid, the U.S. Department of Agriculture Certification Form contained herein. Failure to do so may result in the bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form.
15. **BID BOND / PERFORMANCE AND PAYMENT BOND / DEFAULT:**
  - A. **BID BOND REQUIREMENT:** Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of five percent (5%) of the total bid price, for Item No. 1. Bidders who are bidding Item No. 3 or Item No. 4, must submit a certified or cashier's check or bid bond in the amount of five percent (5%) of the total bid price, for Item No. 3 and/or Item No. 4. Bidders who are bidding Item No. 1, Item No. 3, and Item No. 4, should only submit a certified or cashier's check or bid bond in the amount of five percent (5%) of the total bid price for Item No. 1. The check or bid bond, made payable to the School Board of Miami-Dade County, Florida, shall serve as evidence of good faith and guarantee that the successful awardee will execute and furnish a performance and payment bond to the District. The check or bid bond will be returned within 30 days to bidders after award of the contract.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b> 010-CC03	<b>BUYER</b> O. HOUSER	<b>PAGE</b> SC 5
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**JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**SPECIAL CONDITIONS (CONTINUED)**

- B. PERFORMANCE AND PAYMENT BOND:** Within ten days from notice of award of Bid and/or prior to the commencement of the contract, whichever comes first, the successful proposer must submit to the School District a satisfactory performance and payment bond executed by the bidder and a Surety Company that is authorized to do business in the state of Florida, in an amount equal to 10% of the total estimated contract value.

(A personal or business firm check will NOT be acceptable). Upon satisfactory completion of the contract, and final payment of all suppliers, the bond obligation will be considered released or your certified or cashier's check will be returned by the District.

- A. BONDING COMPANY:** Performance and Payment Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

**1. Awards Greater than \$500,000**

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

The bond submitted is to serve as security for performance of contract and payment of suppliers. If the seller (the successful bidder) fails to comply in full with these specifications and/or render any services, as noted herein, or the District

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 010-CC03	BUYER O. HOUSER	PAGE SC 6
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS		

**SPECIAL CONDITIONS (CONTINUED)**

determines that the seller is not paying suppliers in a timely manners, during the period of this contract, the District reserves the right to consider the successful bidder in default and invoke this performance and payment bond. A certified or cashier's check in the amount of 10% of the total estimated contract period volume will be acceptable.

- B. The performance and payment bond shall be conditioned to both perform the contract and guarantee payment of all legitimate invoices for labor and materials in the performance of the work.
- C. The performance and payment bond shall be acceptable to the District only if the surety is in compliance with the provisions of the Florida Insurance Code and holds a current valid Certificate of Authority issued by the US Department of Treasury.
- D. All bonds must be executed under corporate seal of the surety and countersigned on behalf of the surety by its qualified resident agent or attorney-in-fact with proof of power attached.
- E. In case of default on the part of the successful bidder, actions for all expenses incident to ascertaining and collecting losses under the bond shall lie against the bond, including legal services.

16. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools.net/bidsol.htm>

17. **SUBMITTAL OF CORRESPONDANCE:** All comments or questions regarding this solicitation must be faxed or e-mailed to:

Ms. Oretha Houser, Buyer  
Division of Procurement Management and Materials Testing  
Fax: (305) 995-2302  
E-mail: [ohouser@sbab.dade.k12.fl.us](mailto:ohouser@sbab.dade.k12.fl.us)

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b> 010-CC03	<b>BUYER</b> O. HOUSER	<b>PAGE</b> SC 7
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**JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**SPECIAL CONDITIONS (CONTINUED)**

**18. ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

The School Board of Miami-Dade County, Florida  
 Bid No. 010-CC03  
 Jobber Services: Dry, Frozen, and Refrigerated Food Items

**BID PROPOSAL FORM (FORMAT B)**

<b>BID NO.: 010-CC03</b>
<b>TITLE: JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS</b>
<b>BUYER: O. Houser</b>

**PLEASE PROVIDE  
ALL INFORMATION REQUESTED**

<b>NAME OF BIDDER: (LEGAL NAME)</b>
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ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED PURCHASES	SINGLE FIRM FIXED PERCENT MARK-UP													
	VENDOR TO USE INK OR TYPEWRITER USING BLACK RIBBON WHEN FILLING OUT THIS BID.															
	THE BOARD RESERVES THE RIGHT TO AWARD EITHER ITEM NO. 1: TO PROVIDE DRY, FROZEN, AND REFRIGERATED JOBBER SERVICES, OR ITEM NO. 3: TO PROVIDE DRY JOBBER SERVICES AND ITEM NO. 4: TO PROVIDE FROZEN AND REFRIGERATED JOBBER SERVICES, AS INDIVIDUAL AWARDS.															
1	<p>MIAMI-DADE COUNTY : APPROXIMATELY 300 SCHOOLS. PERCENT MARK-UP TO BE ADDED TO JOBBER COST OF DRY, FROZEN, AND REFRIGERATED GROCERY FOOD ITEMS AS DEFINED IN PARAGRAPH 18 OF JOBBER SPECIFICATIONS INCLUDED WITH THIS BID.</p> <p>TOTAL ESTIMATED VOLUME OF DRY, FROZEN, AND REFRIGERATED FOOD ITEMS. These are the total figures for all schools listed, countywide.</p> <p>HISTORICAL DATA (for information only)</p> <table><thead><tr><th>SCHOOL YEAR</th><th>JOBBER COST</th><th>YEARLY PURCHASES</th></tr></thead><tbody><tr><td>1999-00</td><td>\$2,215,207.54</td><td>\$16,029,757.78</td></tr><tr><td>2000-01</td><td>\$2,304,014.53</td><td>\$16,668,144.45</td></tr><tr><td>2001-02</td><td>\$2,374,616.02</td><td>\$16,508,969.81</td></tr></tbody></table>	SCHOOL YEAR	JOBBER COST	YEARLY PURCHASES	1999-00	\$2,215,207.54	\$16,029,757.78	2000-01	\$2,304,014.53	\$16,668,144.45	2001-02	\$2,374,616.02	\$16,508,969.81	<p>\$53,323,972.67 ESTIMATED PURCHASES FOR AN APPROXIMATE 36 MONTH CONTRACT PERIOD</p>	<p>_____% PERCENT MARK-UP</p>	<p>NOTE: MARK-UP PERCENT TO BE ADDED TO JOBBER'S COSTS, SHALL COVER ALL CHARGES UNDER THE BID CONDITIONS ATTACHED, FOR THE PURCHASE, STORAGE, PROCESSING, AND DELIVERY OF FOOD ITEMS TO THE MIAMI-DADE COUNTY PUBLIC SCHOOLS. (PARAGRAPH 18 OF SPECIFICATIONS)</p>
SCHOOL YEAR	JOBBER COST	YEARLY PURCHASES														
1999-00	\$2,215,207.54	\$16,029,757.78														
2000-01	\$2,304,014.53	\$16,668,144.45														
2001-02	\$2,374,616.02	\$16,508,969.81														

**BID PROPOSAL FORM (FORMAT B)**

**BUYER: O. Houser**

**NAME OF BIDDER: (LEGAL NAME)**FM-3738 Rev. (06-94)



The School Board of Miami-Dade County, Florida  
 Bid No. 010-CC03  
 Jobber Services: Dry, Frozen, and Refrigerated Food Items

**BID PROPOSAL FORM (FORMAT B)**

**BID NO.:** 010-CC03

**TITLE:** JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**BUYER:** O. Houser

**PLEASE PROVIDE  
ALL INFORMATION REQUESTED**

**NAME OF BIDDER: (LEGAL NAME)**

ITEM NO.	DESCRIPTION OF ITEM	ESTIMATED PURCHASES	SINGLE FIRM FIXED PERCENT MARK-UP													
3	<p><u>MIAMI-DADE COUNTY : APPROXIMATELY 300 SCHOOLS. PERCENT MARK-UP TO BE ADDED TO JOBBER COST OF DRY GROCERY FOOD ITEMS AS DEFINED IN PARAGRAPH 18 OF JOBBER SPECIFICATIONS INCLUDED WITH THIS BID.</u></p> <p>TOTAL ESTIMATED VOLUME OF DRY FOOD ITEMS. These are the total figures for all schools listed, countywide.</p> <p>HISTORICAL DATA (for information only)</p> <table><thead><tr><th>SCHOOL YEAR</th><th>JOBBER COST</th><th>YEARLY PURCHASES</th></tr></thead><tbody><tr><td>1999-00</td><td>\$805,438.45</td><td>\$6,101,806.42</td></tr><tr><td>2000-01</td><td>\$829,778.14</td><td>\$6,286,198.10</td></tr><tr><td>2001-02</td><td>\$747,097.55</td><td>\$5,659,829.87</td></tr></tbody></table>	SCHOOL YEAR	JOBBER COST	YEARLY PURCHASES	1999-00	\$805,438.45	\$6,101,806.42	2000-01	\$829,778.14	\$6,286,198.10	2001-02	\$747,097.55	\$5,659,829.87	<p>\$18,184,350.47 ESTIMATED PURCHASES FOR AN APPROXIMATE 36 MONTH CONTRACT PERIOD</p>	<p>_____% PERCENT MARK-UP</p>	<p>NOTE: MARK-UP PERCENT TO BE ADDED TO JOBBER'S COSTS, SHALL COVER ALL CHARGES UNDER THE BID CONDITIONS ATTACHED, FOR THE PURCHASE, STORAGE, PROCESSING, AND DELIVERY OF FOOD ITEMS TO THE MIAMI-DADE COUNTY PUBLIC SCHOOLS. (PARAGRAPH 18 OF SPECIFICATIONS)</p>
SCHOOL YEAR	JOBBER COST	YEARLY PURCHASES														
1999-00	\$805,438.45	\$6,101,806.42														
2000-01	\$829,778.14	\$6,286,198.10														
2001-02	\$747,097.55	\$5,659,829.87														
4	<p><u>MIAMI-DADE COUNTY : APPROXIMATELY 300 SCHOOLS. PERCENT MARK-UP TO BE ADDED TO JOBBER COST OF FROZEN AND REFRIGERATED GROCERY FOOD ITEMS AS DEFINED IN PARAGRAPH 18 OF JOBBER SPECIFICATIONS INCLUDED WITH THIS BID.</u></p> <p>TOTAL ESTIMATED VOLUME OF FROZEN AND REFRIGERATED FOOD ITEMS. These are the total figures for all schools listed, countywide.</p> <p>HISTORICAL DATA (for information only)</p> <table><thead><tr><th>SCHOOL YEAR</th><th>JOBBER COST</th><th>YEARLY PURCHASES</th></tr></thead><tbody><tr><td>1999-00</td><td>\$1,409,769.09</td><td>\$9,927,951.36</td></tr><tr><td>2000-01</td><td>\$1,474,236.93</td><td>\$10,381,946.35</td></tr><tr><td>2001-02</td><td>\$1,544,837.88</td><td>\$10,879,139.94</td></tr></tbody></table>	SCHOOL YEAR	JOBBER COST	YEARLY PURCHASES	1999-00	\$1,409,769.09	\$9,927,951.36	2000-01	\$1,474,236.93	\$10,381,946.35	2001-02	\$1,544,837.88	\$10,879,139.94	<p>\$35,138,622.20 ESTIMATED PURCHASES FOR AN APPROXIMATE 36 MONTH CONTRACT PERIOD</p>	<p>_____% PERCENT MARK-UP</p>	<p>NOTE: MARK-UP PERCENT TO BE ADDED TO JOBBER'S COSTS, SHALL COVER ALL CHARGES UNDER THE BID CONDITIONS ATTACHED, FOR THE PURCHASE, STORAGE, PROCESSING, AND DELIVERY OF FOOD ITEMS TO THE MIAMI-DADE COUNTY PUBLIC SCHOOLS. (PARAGRAPH 18 OF SPECIFICATIONS)</p>
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2001-02	\$1,544,837.88	\$10,879,139.94														

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

#### **1. DEFINITION OF TERMS:**

- A. **Purchaser:** The purchaser herein is the School Board of Miami-Dade County, Florida.
- B. **Jobber:** The firm or individual with whom the purchaser will enter into contract to perform the services, hereinafter defined, for the single fixed percent mark-up on the jobber's costs for each item delivered to schools. The jobber is solely responsible for all payments for items purchased from suppliers. The jobber is not an agent of the purchaser (School Board), and the award of this bid does not create an agency relationship (express or implied) between the purchaser (School Board) and the jobber.
- C. **Supplier:** The term supplier is defined as a firm or individual who has been awarded by the purchaser a firm fixed price agreement contract. This contract is for a specific time period and is for those products required by the purchaser, within the term of the contract between the purchaser and the jobber. The supplier shall collect all payments from the jobber for items sold to the jobber, in accordance with the terms of this bid. The supplier reserves the right to refuse supplying the jobber if it has been determined that the jobber is delinquent in paying for products received by the jobber.
- D. **Buyer:** An employee of the Jobber, whose function is to secure all products required by the purchaser's School Food Service program as required in this Bid, during the terms of this contract and/or subsequent extensions, and the person to contact on all matters pertaining to the terms and conditions of the jobber's contract, and the jobber's industry standard business practices.

#### **2. ITEMS:**

This bid covers all requirements for a jobber of dry, frozen, and refrigerated food items, and if required, USDA commodity food items, throughout the term of this contract and all subsequent extensions. The cost of the purchased items plus the jobber's mark-up as awarded, shall be the jobber's cost as defined in paragraph 16. of the Jobber Specifications.

#### **3. JOBBER EXPERIENCE:**

The jobber firm and its Buyer, is required to have a minimum of (3) three years experience in institutional food operations, and shall have purchasing privileges with food service manufacturers. **(Please complete the attached Manufacturers Account List).**

#### **4. FINANCIAL INFORMATION:**

Due to the large number of suppliers and the large dollar amount in payments the jobber must make, associated with this contract, the following shall be required of the bidder;

- A. Provide evidence of a Dun & Bradstreet rating of 3A3 or better, if available

**and/or**

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

- B. Provide evidence of ability to meet the anticipated dollar volume of payments to suppliers. Evidence may include proof of an established line of credit.**

#### **5. CONTRACT TERMS AND CONDITIONS:**

The **jobber** shall comply with and be subject to all terms and requirements as described in the **Instructions To Bidder, Bidder Qualification Form, Special Conditions, Food Service Accounting Specifications, and Jobber Specifications** attached.

#### **6. BIDS AND PURCHASER'S NOTIFICATION OF REQUIREMENTS:**

The **purchaser** will obtain formal bids for dry, and frozen/refrigerated food items, which shall be firm for designated periods within the term of the **jobber** contract. Upon evaluation of samples submitted for each item, and final bid award, the **purchaser** will furnish the **jobber** with a food requirements list. This list will include the following information for each food item during the respective dry, and frozen/refrigerated food bids, contract period(s).

- A. Approved item(s) to be furnished and name of supplier**
- B. Approved brand specified**
- C. Quantities and packaging**
- D. Certification and grading requirements**
- E. Firm delivered price of items to **jobber's** warehouse**
- F. Mark-up (**jobber's**)**
- G. Total delivered price of each item to the **purchaser's** school sites**
- H. A list of food items, which contain rebates or special cash back offers**
- I. In addition to the bid information, a menu and a weekly production schedule by delivery week will be supplied to the **jobber**.**
- J. A list of high volume items for minimum inventory requirements.**

#### **7. GUARANTEES:**

- A. Estimated purchases by purchaser:** The estimated purchases provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied as to the estimated purchases that will be made during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements. Prior to the stocking of items, the successful bidder may call (305) 995-3230 in order to ascertain the status of federal commodities. **Federal commodities are utilized prior to any open market purchased food products.**

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

- B. **By supplier:** During the term of this contract period, the **supplier** shall guarantee to furnish the **jobber** the products awarded as directed by the Department of Food and Nutrition during the term of the contract. The **supplier** shall deliver under the terms set forth in Jobber Specifications 8.G. through I. Deliveries made by **supplier(s)** should be palletized. **Supplier** shall also adhere to the **jobber's** standard industry business practices. Supplier understands and agrees that all payments for products delivered under this bid will be made by **jobber** and that the **purchaser** (School Board) is not liable to the **supplier**, should **jobber** fail to render payment to **supplier** in accordance with the terms of this contract. **Supplier** further acknowledges and agrees that it will not seek payment from **purchasers** (School Board) for any deliveries made pursuant to this bid.
- C. **Penalties:** Where non-delivery or late delivery by the **supplier** of food item(s), within the scheduled time required for delivery, as defined in Jobber Specifications 8.G. through I., which requires the **jobber** to purchase a comparable or alternative food item, from another source, to meet the scheduled school menu requirements, the **supplier** shall pay to the **jobber** the price difference between the original bid price and the price of the substituted food item.

In the event the **jobber** fails to place orders for required food item(s), with the **supplier**, in sufficient time for delivery to the schools, the **supplier** will not be considered in non-compliance with the contract terms, and the **jobber** shall pay to the Board, the price difference between the original bid price and the price of the substituted food item.

- D. **By jobber:** The **jobber** shall guarantee to purchase quantities as directed by the Department of Food and Nutrition, during the term of this bid. During the term of this contract, the **jobber** shall comply with all requirements for each item specified, and shall maintain sufficient inventories of each item, in order to provide for scheduled usage by schools. **The jobber will not be permitted to purchase and/or deliver any brand or item not approved on the food requirements list, without prior approval from the Department of Food and Nutrition and/or the Food Service Buyer.** The **jobber** will maintain a minimum inventory of certain awarded, high volume items, to be designated by the **School Board**, for emergency distribution during each four week menu cycle, in case of a non-delivery by **supplier(s)**. (See Jobber Specification No. 20 - list of high volume items). This list will be furnished to the **jobber**, with the award information, for each menu cycle during the contract term. If these items are not used for substitution, then the inventory will be ordered for immediate use, on the next menu cycle.
- E. Miami-Dade County Public Schools reserves the right to add warehouse storage and delivery of USDA commodity products to this contract. In the event the District wishes to exercise this right, the **jobber** will be required to move the USDA commodity product from the warehouse of the awardee of the previous commodity storage contract, to the **jobber's** warehouse, at no cost to the Board.
8. **DELIVERY REQUIREMENTS:**

The **jobber** shall have the storage and delivery capability to service approximately 300 schools, with a growth potential of approximately 10-20 more schools to open during the term of this contract.

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

- A. The **jobber** is to pick up orders on magnetic tapes and hard copy, on Thursday of each working week, at the School Board, Information Technology Systems (I.T.S.) Department, for delivery the following week, beginning on Wednesday (or the first delivery day of the week as determined by the Department of Food and Nutrition). The I.T.S. Department is located at: 13135 S.W. 26 Street, Miami, Florida, 33175. Magnetic tapes must be returned weekly.
- B. School deliveries are to be made at least three (3) days per week or as designated by the Department of Food and Nutrition. **Designated delivery days may not be changed without prior approval by the Department of Food and Nutrition and each individual school location.** Upon approval, it will be the responsibility of the **jobber** to contact each school to inform them of delivery changes. However, if the **purchaser** elects to change to weekly deliveries, then the **jobber** firm fixed percent mark-up shall be the percent mark-up entered for Bid Item No. 2 of the Bid Proposal Form (Format B).

No deliveries to schools are to be made on teacher planning days, or school holidays. When there is a school holiday or teacher planning day, an alternate delivery day will be designated by Food and Nutrition Department. Deliveries shall be scheduled to all schools between the hours of 7:00 a.m. and 2:30 p.m. A school calendar will be provided.

The successful **jobber** must make plans for immediate recovery, should a truck breakdown, or other delay(s) occur during the delivery day. The **jobber** will be responsible for contacting both the Department of Food and Nutrition and each individual food service manager, should any delivery delays occur. The **jobber** should also inform both the Department of Food and Nutrition and the food service manager as to when deliveries would be expected, if changes have to be made due to delivery delays. Failure to act accordingly may result in the vendor being considered in default of the contract.

- C. The **jobber** must have delivery capability for emergencies that are defined, but not limited to theft, product recall, refrigeration/freezer breakdown and food spoilage. Special orders are defined, but not limited to: special functions/activities and additional deliveries needed due to limited storage space. The current average weekly case movement is approximately 7,825 cases for frozen/refrigerated food products, and 13,140 for dry food products. Average weekly case movement is affected by the quantity of USDA commodity product available.
- D. In the event one **jobber** is awarded a contract to deliver both dry and frozen/refrigerated food items, food deliveries of dry and frozen/refrigerated grocery items to school sites of the **purchaser**, may not be combined for delivery on the same truck by the **jobber**, without prior approval from the Department of Food and Nutrition, and with the understanding that the frozen and refrigerated items will be delivered in good condition according to the bid specifications. Failure to adhere to the School Board's determination may result in termination of the contract, with a 60-day notice being given by the Board. However, if at anytime during this contract, the **purchaser** elects to combine deliveries of dry, and frozen/refrigerated grocery items on the same truck to school sites, then the **jobber's** firm fixed percent mark-up shall be the percent mark-up entered for Bid Item No. 2 of the Bid Proposal Form (Format B).

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

The **jobber** shall not mix cleaning supplies or any non-food chemical type items, on the same truck, with deliveries of the **purchaser's** food items.

- E. Food products shall be delivered to each location in good condition. Upon delivery, cartons and contents must be clean, free from damage, free from infestation, and within proper temperatures.
- F. In the event that Miami-Dade County Public Schools elects to move USDA commodity product to the **jobber** for storage and delivery, the **jobber** must maintain compliance with all USDA federal, state, and local requirements, for audit of the product.
- G. All orders for delivery of items by **supplier**, shall be scheduled to arrive as requested by the **jobber**, not to exceed 14 calendar days from date order is received by the **supplier**. Awarded **suppliers** must confirm receipt of order with **jobber**, within 48 hours or 2 business days. **Suppliers** shall schedule a delivery appointment with the **jobber**, to fulfill the 14-day delivery window. Supplier confirmation shall consist of, but not limited to: quantity ordered, quantity to be delivered, case packaging, awarded pricing and case and pallet configuration.
- H. **LATE DELIVERIES:** When the **supplier** is unable to meet confirmed delivery schedule(s), as agreed upon, then after a three (3) hour grace period, the **jobber** reserves the right to assess a penalty payment to the **supplier**, in the amount of one hundred dollars (\$100), and deduct from the **supplier's** invoice, this penalty payment. When the **supplier** is unable to meet the delivery as established by the **jobber**, the **jobber** reserves the right to purchase on the open market to meet the menu cycle, as established by the Department of Food and Nutrition, and the **supplier** shall also pay to the **jobber** the price difference between the original bid price and the price of the substituted food item(s), and the **supplier** may be recommended for default, as defined in the Instructions To Bidders, V. E. DEFAULT.
- I. **APPOINTMENT CHANGES:** Due to the high daily volume of delivery trucks, all inbound shipments of products from **suppliers** to the **jobber** will require the **supplier** to obtain a receiving appointment. Appointments are made on a first-come, first-served basis, and are made to accommodate the shipping carrier, within limits. In normal situations the **jobber** may be booked for receiving appointments well over a week in advance. On inbound freight that is directed by the supplier, it is the supplier's responsibility to select reputable and reliable carriers to deliver their goods. It is the carrier's responsibility to make sure that they deliver the goods according to the appointment they or the **supplier** make. Once this appointment is made, it is the understanding that any changes to that appointment must be made no later than within 24 hours of that appointment time. Should appointment changes be made inside of the 24-hour time period, a rescheduling fee in the amount of one hundred dollars (\$100) will be assessed to the **supplier**, and deducted from the payment of the **supplier's** invoice, by the **jobber**.

#### **9. STORAGE OF MIAMI-DADE COUNTY PUBLIC SCHOOLS PURCHASED FOOD ITEMS:**

The **jobber** is responsible for maintaining the quality of the food products stored, through proper rotation, proper temperatures, and routine pest control service.

**JOBBER SPECIFICATIONS**  
**BID NO. 010-CC03**  
**JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

The jobber is required to protect food products from water damage, vermin infestation, elements of nature or any other losses. Products are to be stored and palletized in a manner to facilitate the removal for delivery on a "first-in, first-out" basis, and in accordance with the scheduled releases by the Food and Nutrition Department. The jobber will maintain sanitary conditions and otherwise meet Florida Department of Health standards, and Miami-Dade county health department regulations. Food products are to be stored at the designated temperature, for protection of each product.

<u>Storage Location</u>	<u>Temperature</u>
Dry	70° f to 75°f
Refrigerator	35°f to 45°f
Freezer	0°f to 5°f

The temperatures are to be visually taken and posted on a master sheet at least twice daily. An accurate, continuous recording temperature chart is a reasonable substitute, provided each room is so monitored. These master charts are to be kept on file for the period of this contract, and are to be made available to representatives of the purchaser and/or the Miami-Dade County Health Department. These representatives shall have the right to inspect storage and sanitation conditions on a periodic basis. Jobber must have a State of Florida Department of Agriculture and Consumer Services, Division of Food Safety inspection conducted at least once a year. Jobber must forward copies of inspections to the Department of Food and Nutrition.

**WAREHOUSE STORAGE:** The warehouse must be properly maintained for cleanliness. In the event foods are lost, stolen, destroyed, broken, or damaged in any way, or product expiration dates have expired, while in the custody of the jobber, the jobber shall be liable for those products. If the School Board elects to have the jobber store and deliver USDA commodities, then foods stored at the jobber facility and on its delivery trucks, that are lost, stolen, destroyed, broken, or damaged in any way, or product expiration dates have expired while in the custody of the jobber, the jobber shall be liable for "replacement in kind" of those products. The Department of Food and Nutrition will determine if replacement of those food items, in the same quality and quantity at or greater than the value of the commodity product, is an acceptable alternative, in lieu of payment for those lost food items, as required by USDA.

- A. Storage of these food items must be made in sanitary storage areas with proper air circulation, for protection against rapid spoilage and eventual loss of the product. Floors are to be kept free of debris and dust.
- B. The delivery trucks must be kept clean and protected from infestation. Approved rodent bait traps must be installed and maintained with proper pest control services.
- C. No damaged or contaminated product is to be left exposed in rooms where food products are stored.
- D. Care should be taken, that items are not stacked so high as to cause bursting or crushing of the bottom layers, nor should items be stacked so closely, as subject the product to unacceptable higher temperatures.

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

- E. Food products shall not be stored closer than twelve (12) inches from the wall or partition. Palletized storage is to be utilized for storing all products. All items should be stacked in a manner to keep the stack solid and prevent toppling.
- F. There shall be no intermingling of purchased food items, with the property of other companies or other school systems.
- G. The jobber plant facilities and records shall be subject to inspection by representatives of the purchaser and Miami-Dade County Health Department, at any time during normal working hours. The purchaser representatives may consist of food service managers and/or administrative staff, who will inspect the facilities for contract compliance, sanitation, etc.
- H. Special handling of stock: Special consideration and care should be given to products with a short shelf life such as frankfurters, poultry products, etc., that may become deteriorated. The "projected food usage" (forecast) furnished weekly by the purchaser shall be adhered to closely for all products, but is of utmost importance for these perishable products.

#### **10. REQUIRED INVENTORIES/REPORTS:**

- A. Inventory requirements: Jobber shall have inventory capability and capacity to keep adequate records of inventory on hand, on order, backorders, and delivery dates of inventory to arrive into storage. The jobber must continuously monitor its cumulative jobber fees billed; to ensure it does not exceed the total contract amount(s) authorized by the Board. The successful jobber shall adhere to the forecast report as furnished by the Food and Nutrition Department. For planning and ordering purposes, the successful jobber will receive a weekly forecast report to be picked up along with orders/tapes. This weekly forecast will show estimated orders for the next four weeks. However, these orders may be adjusted up until one week prior to delivery date. **The jobber must make allowances for quantities showing on the forecast to increase/decrease when the orders are finalized.** Jobber must be able to accept orders placed in standard IBM-OS 9 track magnetic tapes with 1600 bpi or 6250 bpi. Prior to stocking items that have a USDA commodity equivalent, the jobber should ascertain the status of federal commodities.
- B. The jobber must provide the Department of Food and Nutrition with a current, up-to-date original copy report to include a current, up-to-date list of food items, all food manufacturer information and a listing of all representative/broker contact information with current, up-to-date listing of representative/broker name, manufacturer/company being represented, representative/broker address, telephone and email address.
- C. Quantity control records: The jobber shall maintain and submit to the Department of Food and Nutrition, Planning and Production Area, on a weekly/monthly basis, the following report regarding all food items listed on the requirements list (reports to be furnished in hard copies and/or diskette).
  - (1) The total (aggregate) quantity of each item, during each bid period, delivered to the schools; including the individual prices and extensions. Each food item from each bid shall have a specified item number.



## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

- (2) The total quantity of each item received from the **suppliers**, including individual prices for each item.
- (3) The total quantity of each item received from the **suppliers**, by name of manufacturer and manufacturers product number.
- (4) Inventory form indicating the following for each item:
  - A. Item name and description
  - B. Pack size
  - C. Miami-Dade County Public Schools item number
  - D. Bid award quantity
  - E. Quantity delivered to date
  - F. Bid award quantity balance due
  - G. Current inventory on hand
  - H. Price of each item (school/delivered cost)
  - I. Extended price by item delivered to date

Additional information, as requested by the Department of Food and Nutrition, to be supplied by the successful vendor.

- D. Special promotion/rebate reports: The **jobber** must maintain and submit to the Planning and Production Coordinator as requested, a monthly report of items eligible for special promotion or rebate. **Failure of jobber to notify the School Board of promotions or rebates may result in default of contract.** The report must indicate the following information for each item.

- (1) Each item must be listed on a separate sheet with a brief item description and brand name.
- (2) Each sheet must have a total of items purchased.
- (3) Movement of each item must be listed by school, delivery date and invoice number and total case movement for each school.

- E. Minority usage report: The **jobber** must maintain and submit to the Miami-Dade County Public Schools, Division of Procurement Management a monthly report of all items awarded to minority vendors. The minority usage report must indicate the following information:

- (1) Name of each minority vendor currently awarded.
- (2) Items awarded to each minority vendor.
- (3) Monthly usage by volume and total monthly dollar amount.
- (4) Monthly recap of total dollars expended with minority vendors.

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

11. **INVOICES:** The **jobber** must furnish invoices that must be either typewritten or computer generated in multiple copies. (Two copies must remain at each location upon delivery). The invoice shall also be used as the delivery document. Each invoice must contain the following information in the following sequence: by the M.D.C.P.S. food item number, item name and description, pack size/weight, price of each item, extended price of each item, the **jobber** fee (mark-up amount) and established code number shall appear as a line charge, immediately before the invoice total amount. Revisions to invoices by **jobber** must be approved by the Department of Food and Nutrition. (Please refer to the Food Service Accounting Specifications).
12. **PILOT TEST OF I.T.S. REQUIREMENTS:** The **jobber** will be required to demonstrate the ability to accept, process and generate all I.T.S. requirements and reports specified in this bid, prior to ordering product from **supplier**. Failure to successfully meet these requirements shall be considered a default of contract.
13. **NON-DELIVERIES:**
  - A. **By jobber:** Where non-delivery of a food item(s) occur and is/are due solely to an action of the **jobber** which results in a change or revision of the affected school(s) menu schedule, the **jobber** shall pay to the **purchaser** the difference in the price between the original order and the substituted item, and may subject the **jobber** to default, as defined in the Instructions To Bidders, V. E. DEFAULT, for failure to deliver when required.
  - B. **By supplier:** Where a late or non-delivery to the **jobber** by the **supplier** occurs, which results in a purchase from another source, the **supplier** shall pay to the **jobber** the difference in the price between the original order and the substitution order. All substitute item(s) shall be of the same grade and quality as the item under contract. The **jobber** will bill the **purchaser** only for the original bid price plus the **jobber's** mark-up, and may subject the **supplier** to default, as defined in the Instructions To Bidders, V. E. DEFAULT, for failure to deliver as agreed upon.
  - C. In the event a food item will not be available for a scheduled delivery to the schools by the **jobber**, the **jobber** shall notify the **Buyer** and the **Department of Food and Nutrition** at least seven (7) days prior to scheduled delivery.

The **Buyer** and the Department of Food and Nutrition will then arrange for the obtaining of a substitute item of comparable quality. In all instances of substitution, approval by the **Buyer** and **Food and Nutrition Department** shall be mandatory. The Food and Nutrition Department shall be notified immediately of any local delivery delays and notified of the reason and route number. The schools to be affected may be notified by the **jobber**.

#### 14. **QUALITY:**

**Suppliers** shall furnish the **jobber**, only the items approved and designated in the **purchaser's** notification of requirements. Neither the **jobber** nor the **purchaser** shall be liable to the **supplier** for payment of any merchandise that does not comply fully with the established specifications.

**JOBBER SPECIFICATIONS**  
**BID NO. 010-CC03**  
**JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**The purchaser reserves the right to review and/or change purchaser's notification of requirements at any time, and such decisions shall be final.**

**15. U.S.D.A. REQUIREMENTS:**

- A. All suppliers must furnish jobber with USDA grade certificates for designated food items, with each delivery to jobber.
- B. The jobber will be responsible for checking the grade certificate against the shipment and verifying that cases are stamped accordingly. After checking the certificate, the jobber will retain a copy for their files and send the original to:

The School Board Of Miami-Dade County, Florida  
The Department Of Food And Nutrition  
7042 West Flagler Street  
Miami, Florida 33144  
Attention: Planning and Production

- C. Food items which do not indicate the appropriate USDA grade or USDA acceptance service as specified by the bid, will not be accepted by jobber.
- D. Food items shall meet all Miami-Dade County Public Schools bid specifications. Failure of jobber to ensure that all food items are received according to specifications shall be considered as non-performance of contract responsibilities and may result in default of contract, as defined in the Instructions To Bidders, V. E. DEFAULT.

**16. JOBBER COST:**

Jobber cost is defined as the unit price submitted to the jobber by the purchaser for each item on the purchaser's notification of requirements list for each period of the bid contract. In the event the purchaser elects to utilize the jobber for warehousing and delivery of USDA commodity products, the Valuation of the moved USDA commodity product, as established by USDA, will be used for the purpose of establishing a value for calculation of jobber fees associated with this contract.

**17. VERIFICATION OF JOBBER COST:**

The records of the jobber shall be made accessible at all times during normal working hours, for examination by an authorized representative of the purchaser. The records shall be those, which, in the opinion of the purchaser, are necessary for order placement and cost verification of items covered by paragraph 16 - Jobber Cost.

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

#### **18. COST TO THE PURCHASER:**

**Bid shall be entered as a percent only (example 11.0 %).** The cost to the purchaser as it shall appear for each item on delivery ticket, shall be the **supplier's** cost as defined by the dry, frozen/ refrigerated bid award price. The **jobber** fee and established code number shall appear as a line charge, immediately before the delivery ticket/invoice total amount, listed as a total percent mark-up cost, which will be calculated as a separate charge to the school site, with the total of all cost to be school site delivered cost.

**Example #1: Supplier charge = \$4.184 per case**  
**Jobber fee = 11% mark up over cost (\$4.184 x \$.11 = \$.46)**

Delivery ticket will list Jobber fee as last line item on delivery ticket with charge of \$0.16,

Total ticket charge:	<b>Supplier charge</b>	<b>= \$4.18</b>
	<b>Jobber fee</b>	<b>= <u>\$0.46</u></b>
	<b>Total ticket charge</b>	<b>= \$4.64</b>

#### **19. CONCLUSION OF CONTRACT / INVENTORY TRANSFER:**

Upon termination of the contract for any reason whatsoever, the **jobber** has the obligation to transfer and deliver any remaining inventory, purchased for Miami-Dade County Public Schools, to the successor (in-coming) **jobber**, as start-up inventory. The in-coming **jobber** shall pay the out-going **jobber**, the cost of the purchased inventory, as defined in Jobber Specifications 16. The transfer process and delivery of inventory from the out-going **jobber** to the in-coming **jobber** shall be at no cost to the Board. Any successor **jobber** shall honor all deliveries of inventory and costs thereof pursuant to this article, at no cost to the Board. The **jobber** shall notify the Department of Food and Nutrition of all inventory quantities remaining on hand, three (3) weeks prior to the expiration date of its contract.

#### **20. PROCUREMENT OF FOOD ITEMS BY JOBBER SUMMARY:**

The following functions shall be the sole responsibility of the **jobber**:

- A. Purchase all approved items listed on the **purchaser's** notification of requirements.
- B. Schedule **supplier's** deliveries for **jobber's** storage within guidelines established prior to deliveries to schools, to maintain menu schedule.
- C. Submit all reports on a timely basis as requested in Section 10.
- D. Receipt of food items, checking quantities, temperatures, brands, grade certificate and stamp requirements on cases.
- E. Storage of delivered goods according to bid specifications.

## **JOBBER SPECIFICATIONS**

**BID NO. 010-CC03**

### **JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

- F. Payment of each supplier's invoices shall be made within 45 days from date of invoice.
- G. Maintain proper communications with the Procurement and Materials Management Buyer, the Department of Food and Nutrition and/or the Department of I.T.S. of all problems and/or situations, which may or will affect scheduled deliveries to the schools.
- H. Maintain an Uninterruptible Power Supply (UPS) system, such as an emergency generator, as a back-up system to its power supply, in the event the jobber's facility experience power failure.
- I. Scheduling of food items to meet forecasted menu requirements.
- J. Make every attempt to resolve issues with suppliers, such as delivery, billing, damaged product, shortages, etc., in a timely manner.

#### **21. MINIMUM INVENTORY REQUIREMENTS:**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>
1504	Chicken, breaded, parts, 45 servings/cs	2900 cases
1273	Beef patty, 135 servings/cs	1300 cases
1614	Chicken patties, 60/cs	3000 cases
2000	American cheese, 6/5 # loaves/cs	1000 cases
1232	Meatballs, 10#, 80 servings/cs	1200 cases

#### **22. ADDITIONAL ITEMS:**

Items not covered under an awarded supplier contract or other government agency contracts, required for delivery, shall be delivered at the cost of the product plus the awarded jobber percent mark-up fee. The jobber should solicit at least three (3) quotations for non-awarded products, and all quotations shall be kept on file throughout the term of this contract. Cost shall be defined as "delivered to distributor's or jobber's warehouse" and shall include all freight related charges. Freight rates shall normally be in rail or truckload quantities of straight or mixed items, except for very small volume items. Costs shall be based on the "latest invoice" from the manufacturer, (prior to merchandise being delivered to the purchaser), or in stock. The District reserves the right to audit all freight bills directly from the freight carrier, and all invoices from the company supplying the jobber with product.

#### **23. SUPPLIER QUALIFICATIONS:**

Suppliers submitting prices on supply contract must be in the mainstream of food industry commerce and provide satisfactory evidence that they are qualified as follows:

- A. Suppliers shall have a large food service customer base, to assure that ample supplies will be available at all times, to accommodate on short notice, fluctuations in demand. Supplier, upon request to the District, must provide annual sales documentation.

**JOBBER SPECIFICATIONS**  
**BID NO. 010-CC03**  
**JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**24. INVENTORY DRAW DOWN:**

- A. An excess inventory report shall be submitted to the Department of Food and Nutrition monthly. If these reports are not supplied in a timely manner, Miami-Dade County Public Schools will not take responsibility for the excess inventory at the end of the contract period.

Inventory draw-down reports shall be required for each item on contract of Miami-Dade County Public Schools, and assigned to the **jobber** for purchase and distribution. **The jobber** shall submit reports at the end of each supply contract bid period. The cost of carry-over stock must be adjusted at the end of each supply contract bid period, by issuing debts or credits as may be appropriate.

If for example, 3,000 cases of oven French fries are purchased at a bid price of \$13, and 500 are left over at the end of the supply contract bid period. A credit may be required, if the new cost is lower than the current bid price of \$13. However, if the new cost of oven French fries is higher, the jobber shall request a debit. After a debit or credit has been issued, the 500 cases will be transferred into the new inventory and sold at the newly awarded bid price. There may only be one price change over a twelve-month period for each item on contract of Miami-Dade County Public Schools. **The draw down must be completed in not less than 30 days.**

- B. In addition to rendering draw-down reports at contract prices, the jobber shall issue utilization reports on all items which were erroneously priced. For example, if an item costs \$12 and the correct selling prices is \$12.96 and the price is erroneously listed as \$13.96, the jobber shall report the number of cases delivered at the erroneous price by a computer printout. **Miami-Dade County Public Schools is not responsible for any pricing errors.**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**STATEMENT OF JOBBER'S QUALIFICATION**

**A) INSTRUCTIONS**

This application "*Statement of Jobber's Qualification*" shall be clearly filled in, typewritten or in pen, properly executed by the bidder. Answer all the questions completely. Where additional space is necessary, attach supplementary sheets. No substitute form shall be used. Additional and supplementary information may be submitted as an Attachment to the *statement*.

*Statement of the Jobber's Qualification shall be accompanied by the attached Letter of Intent from a Surety Company, meeting the established criteria, and authenticated by a seal. When completed, the application shall be verified, under oath, by the applicant before a Notary Public.*

**B) STATEMENT**

**1. Legal Name and Address:**

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Qualifying Agent: \_\_\_\_\_

Type of Company: \_\_\_\_\_

**2. If a Corporation, state:**

Date of Incorporation \_\_\_\_\_

Attach a copy of the Corporate Certificate:

Name and Title of Qualifying Agent: \_\_\_\_\_

Name and Title of Principal Officers

Date of Inception

State Registration

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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**STATEMENT OF JOBBER'S QUALIFICATION (*CONTINUED*)**

3. If Partnership, state:

Date of Organization: \_\_\_\_\_

Nature of Partnership (General, Limited, or Association):

Name and Title of Qualifying Agent: \_\_\_\_\_

Name and Title of Partners	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. If an individual, state:

Name and Title of Principal Officers	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. If a joint venture, state:

Name and Title of Principal Owners	Date of Inception	State Registration
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Attach brief resume and a copy of Drivers License for each resume of key members of your organization, including: name, title, years of experience in institutional food service, type of work experience, prior Job description(s). Also, submit a copy of your organization's standard business policies and/or practices with the bid.



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**STATEMENT OF JOBBER'S QUALIFICATION (*CONTINUED*)**

7. Number of years experience in institutional food service: \_\_\_\_\_

List three (3) or more members of management/supervisory staff that was included in institutional foodservice experience.

1.	_____	_____
	Name	position
2.	_____	_____
	Name	position
3.	_____	_____
	Name	position
4.	_____	_____
	Name	position

8. How many years has your organization been in a business under its present business name?  
\_\_\_\_\_

9. Under what other or former names has your organization operated?  
\_\_\_\_\_

10. A. Has your firm ever failed to complete a bonded obligation or a public/government contract?

**YES                      NO**

B. If Yes, give the particulars including circumstances, where and when, name of the bonding company, name and address of the owner and disposition of the matter.

\_\_\_\_\_  
\_\_\_\_\_

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**STATEMENT OF JOBBER'S QUALIFICATION (CONTINUED)**

11. Within the last five years, has any officer, partner or qualifying agent of your organization ever been an officer, partner or qualifying Agent of another organization when it failed to complete a bonded obligation or a public/government contract?

**YES                      NO**

If so, attach a separate sheet of explanation.

12. Has your organization, any officer, partner or qualifying agent thereof ever been party to any criminal procedure as a result of or arising from jobber contracting operations, which resulted in a conviction, or plea bargain admitting guilt?

A. If the answer to question #12, above, is "yes", state the case number, court, nature of charge, sentence and fine, if any. Attach documents to this Form/Application.

13. Has your organization, any officer, partner or qualifying agent thereof, ever been party to any administrative complaint registered against you by the Department of Professional Regulations, for the State of Florida or any of its subdivisions resulting in a finding of guilt, fine, suspension or revocation of your license?

A. If the answer to question #13, above, is "yes", state the case number and final disposition. Attach documents to this Form/Application.

14. Has your firm previously provided jobber services to public school districts?

**YES                      NO**

15. *Certificates of insurance confirming current workers compensation, public liability and property damage insurance as required by M-DCPS.*

16. List all litigation within the five (5) years, including an explanation of the disposition of each: (attach additional sheet, if necessary).

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17. Bonding: Submit attached Bond Form labeled "LETTER OF INTENT FROM SURETY COMPANY"

18. Submit attached Public Entity Crime statement labeled "Sworn Statement Pursuant to Section 287.133(3) (a), Florida Statutes, on Public Entity Crimes".

### STATEMENT OF JOBBER'S QUALIFICATION (CONTINUED)

- Page 5 of 9

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**STATEMENT OF JOBBER'S QUALIFICATION (*CONTINUED*)**

Storage area capacity: (35° - 45°)

(Refrigerated) : \_\_\_\_\_  
Cu. Ft. Pallet openings

To be allocated to contract: \_\_\_\_\_  
Cu. Ft. Pallet opening

23a. Number of trucks: \_\_\_\_\_ capacities: \_\_\_\_\_ type: \_\_\_\_\_

Type(s) of cooling systems used: \_\_\_\_\_

Condition of trucks: \_\_\_\_\_  
Age, appearance, etc.

23b. Does you firm have the capability of delivering dry, frozen, and refrigerated items on the same truck? \_\_\_\_\_

23c. Number of trucks that would be allocated for the handling of this contract: \_\_\_\_\_  
Delivery equipment trucks: \_\_\_\_\_

24. List a minimum of three (3) food processing and manufacturers, with whom you have done the majority of your business with, for the past three (3) years.

1. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_
2. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

STATEMENT OF JOBBER'S QUALIFICATION (*CONTINUED*)

3. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_
4. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_
5. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_

24a. List public school districts, food chains or franchises with which you have done the majority of your business with, for the past five (5) years.

1. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_
2. Name: \_\_\_\_\_ phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
Date Completed: \_\_\_\_\_

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

STATEMENT OF JOBBER'S QUALIFICATION (**CONTINUED**)

3.     Name: \_\_\_\_\_ phone: \_\_\_\_\_  
       Contact: \_\_\_\_\_ contract amount: \$ \_\_\_\_\_  
       Date Completed: \_\_\_\_\_

**all bidders must complete either 24b and/or 24c:**

- 24b. Current Dun & Bradstreet ratings: \_\_\_\_\_  
(refer to paragraph 4 jobber specifications).
- 24c. Submit evidence of ability to meet the anticipated dollar volume of payments to suppliers, and evidence of established accounts with food service manufacturers and suppliers. Financial evidence may include established line of credit or signed affidavit affirming the company's financial ability to meet estimated level of payments, along with a current financial statement. To show evidence of established accounts with food service manufacturers and suppliers, please complete and submit the attached Manufacturers and Suppliers Account List.
25. Electronic data processing and reporting of inventories/reports:  
A copy of service bureau contract must be available for inspection and analysis if electronic data processing of records is to be handled by outside service instead of in-house.
26. The complete statement and any financial information must be attested to and signed by an authorized officer of the company, the owner, sole proprietor, and parties to a joint venture as appropriate, and the signature shall be notarized.
27. No review, partial or otherwise, shall be conducted unless all supporting data required for a complete submittal has been received by the district. Bidder must submit the Statement of Jobber's Qualification with its bid to Miami-Dade County Public Schools, Procurement and Materials Management, 1450 N.E. 2 Avenue, Room 352, Miami, Florida 33132, by the bid opening date and time.
28. If you have any questions, please call Ms. Oretha Houser, Buyer, or Ms. Linda Cantin, Supervisor, at (305) 995-1364.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
(M-DCPS)  
BID NO. 010-CC03  
JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS

**STATEMENT OF JOBBER'S QUALIFICATION (*CONTINUED*)**

The undersigned guarantees the authenticity of the foregoing statements, as evidenced by this sworn affidavit and does hereby authorize and request any person(s), firm or corporation to furnish any information requested by the School Board of Miami-Dade County, Florida and its authorized representative in verification of the recitals comprising this "Jobber Questionnaire".

Signed: \_\_\_\_\_  
FIRM

For the Firm: \_\_\_\_\_  
NAME  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CORPORATE SEAL

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
in the year of \_\_\_\_\_.

Notary Public:

My Commission Expires:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
 BID NO. 010-CC03  
 JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD PRODUCTS

**MANUFACTURERS ACCOUNT LIST**

	CHECK BOX (YES)	Manufacturer/Supplier Name	Good Standing (Account No.)
1	<input type="checkbox"/>	ALLEN CANNING COMPANY	
2	<input type="checkbox"/>	AMY FOOD, INC.	
3	<input type="checkbox"/>	AURORA FOODS, INC.	
4	<input type="checkbox"/>	AZAR NUT COMPANY	
5	<input type="checkbox"/>	BADIA SPICES, INC.	
6	<input type="checkbox"/>	BASIC AMERICAN FOODS, INC.	
7	<input type="checkbox"/>	BAYSTATE MILLING	
8	<input type="checkbox"/>	CHEF AMERICA	
9	<input type="checkbox"/>	CITRUS WORLD, INC.	
10	<input type="checkbox"/>	CONAGRA, INC.	
11	<input type="checkbox"/>	CONSOLIDATED FOOD BROKERS OF FLORIDA, INC.	
12	<input type="checkbox"/>	CRYSTAL GEYSER WATER COMPANY	
13	<input type="checkbox"/>	DIAMOND A	
14	<input type="checkbox"/>	DIAMOND CRYSTAL BRANDS, INC.	
15	<input type="checkbox"/>	DOLE FOOD COMPANY, INC.	
16	<input type="checkbox"/>	ECHO LAKE FARM PRODUCE COMPANY, INC.	
17	<input type="checkbox"/>	FERNANDOS	
18	<input type="checkbox"/>	FIREY	
19	<input type="checkbox"/>	FIRST QUALITY	
20	<input type="checkbox"/>	FLAYCO PRODUCTS	
21	<input type="checkbox"/>	FLORIDA CRYSTAL FOOD CORPORATION	
22	<input type="checkbox"/>	FLORIDA'S NATURAL GROWERS, A DIV. OF CITRUS WORLD, INC.	
23	<input type="checkbox"/>	FOOTHILL FARMS	
24	<input type="checkbox"/>	FOSTER FARMS	
25	<input type="checkbox"/>	FRITO-LAY, INC.	
26	<input type="checkbox"/>	FURMAN FOODS, INC.	
27	<input type="checkbox"/>	GENERAL MILLS, INC.	
28	<input type="checkbox"/>	GOLDEN TIP	
29	<input type="checkbox"/>	H.J. HEINZ COMPAN, L.P.	
30	<input type="checkbox"/>	HERSHEY COMPANY	
31	<input type="checkbox"/>	HOTPIE, INC.	
32	<input type="checkbox"/>	HUNT WESSON	
33	<input type="checkbox"/>	KEEBLER/KELLOGGS	
34	<input type="checkbox"/>	KELLOGG COMPANY	
35	<input type="checkbox"/>	KNOUSE FOODS	
36	<input type="checkbox"/>	KRAFT FOODS, INC.	
37	<input type="checkbox"/>	LEON'S TEXAS CUISINE	
38	<input type="checkbox"/>	LIBORIO	
39	<input type="checkbox"/>	M&M MARS	
40	<input type="checkbox"/>	MCCAIN FOODS, INC.	
41	<input type="checkbox"/>	MERIDAN BEVERAGE	
42	<input type="checkbox"/>	NABISCO	
43	<input type="checkbox"/>	NESTLE USA, INC.	
44	<input type="checkbox"/>	NEW WORLD PASTA/BORDEN	
45	<input type="checkbox"/>	OAK VALLEY FARMS, INC.	
46	<input type="checkbox"/>	OCEAN SPRAY	
47	<input type="checkbox"/>	O'PELLE ENTERPRISES, INC.	
48	<input type="checkbox"/>	PEPSICO, INC.	
49	<input type="checkbox"/>	PERDUE FARMS, INC.	
50	<input type="checkbox"/>	PILLSBURY	
51	<input type="checkbox"/>	PORTION PAC INC.	
52	<input type="checkbox"/>	PRODUCER'S RICE	



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
 BID NO. 010-CC03  
 JOBBER SERVICES: DRY, FROZEN, AND REFRIGERATED FOOD PRODUCTS

**MANUFACTURERS ACCOUNT LIST**

	CHECK BOX (YES)	Manufacturer/Supplier Name	Good Standing (Account No.)
53	<input type="checkbox"/>	PROMOTION IN MOTION	
54	<input type="checkbox"/>	QUAKER	
55	<input type="checkbox"/>	RALSTON	
56	<input type="checkbox"/>	RED SMITH	
57	<input type="checkbox"/>	RICH-SEAPAK	
58	<input type="checkbox"/>	ROYAL CAKE COMPANY	
59	<input type="checkbox"/>	SENECA	
60	<input type="checkbox"/>	SMG, INC.	
61	<input type="checkbox"/>	SPICE FARMS	
62	<input type="checkbox"/>	STAR MARKETING OF MIAMI, INC.	
63	<input type="checkbox"/>	SUNLIGHT FOODS, INC.	
64	<input type="checkbox"/>	TABATCHNICK FINE FOODS, INC.	
65	<input type="checkbox"/>	TRIDENT SEAFOODS CORPORATION, INC.	
66	<input type="checkbox"/>	TYSON FOODS	
67	<input type="checkbox"/>	VALASIC/MOUNT OLIVE	
68	<input type="checkbox"/>	WELCH'S	
69	<input type="checkbox"/>	WHITEHOUSE	
70	<input type="checkbox"/>	WISE	
71	<input type="checkbox"/>	ZARTIC, INC.	

(Official Letterhead of the Company)  
**Letter of Intent From Surety Company**

The School Board of Miami-Dade County, Florida  
1450 N. E. 2<sup>nd</sup> Avenue  
Miami, FL 33132

Gentlemen:

This is to advise that, until further notice in writing to you, we agree to provide suretyship on behalf of \_\_\_\_\_ covering jobber service in the amount of \$\_\_\_\_\_ for any single contract and \$\_\_\_\_\_ in the aggregate of outstanding contract.

When more than one surety is included in this letter of intent, unless clearly indicated to the contrary on this letter of intent, and a separate limit indicated for the surety on this letter of intent, each surety agrees that it shall be jointly and severally liable with the other sureties included in this letter of intent.

Our BEST ratings for performance and financial size are:

PERFORMANCE RATING: \_\_\_\_\_  
(A- or better required)

PERFORMANCE RATING \_\_\_\_\_  
(A-or better required)

FINANCIAL SIZE: \_\_\_\_\_

FINANCIAL SIZE: \_\_\_\_\_

_____ Name of Surety	
BY: _____	_____ Title

_____ Name of Surety	
BY: _____	_____ Title

(Affix Seal)

(Affix Seal)

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

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

Notary Public State of: \_\_\_\_\_

Notary Public State of: \_\_\_\_\_

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

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

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

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

# AFFIDAVIT OF JOINT VENTURE

State of Florida ) SS.  
County of Miami-Dade )

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ (called "Affiants"), who being first respectively duly sworn, depose  
and say:

1. Affiants as officers or principals of the undersigned entities, are representatives of the joint venture known as \_\_\_\_\_ located at \_\_\_\_\_ and is duly authorized to file this affidavit on behalf of the joint venture.
2. Affiants state that the joint venture is registered or certified to engage in the construction business in the state of Florida and bears the registration or certification No. \_\_\_\_\_, dated \_\_\_\_\_ and issued at \_\_\_\_\_.
3. Affiants are filing this affidavit of joint venture as required for pre-qualification to bid on Miami-Dade County School Board Project No. \_\_\_\_\_.
4. A true copy of the Joint Venture Agreement is attached as Exhibit "A". Said Joint Venture Agreement is in full force and effect and has not been modified, amended, changed or rescinded in any manner and the sole parties having interest in said Joint Venture Agreement are Affiants and the entities they represent as indicated below.

\_\_\_\_\_  
Signature  
(Print name of company and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
(Print name of company and title)

\_\_\_\_\_  
Date

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

Notary Public State of \_\_\_\_\_

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

(Notary Seal)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**BID NO. 010-CC03**  
**JOBBER SERVICE: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

## **FOOD SERVICE ACCOUNTING SPECIFICATIONS**

### **PROCEDURE FOR HANDLING DELIVERY TICKETS, CREDITS, INVOICES AND STATEMENTS**

MIAMI-DADE COUNTY SCHOOL LUNCHROOMS ARE OPERATED UNDER A CENTRAL SYSTEM. INVOICES FOR THE PURCHASES OF FOOD AND MISCELLANEOUS SUPPLIES MADE BY LUNCHROOMS UNDER THE CENTRAL SYSTEM ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT-FOOD SERVICE SECTION.

#### **TO FACILITATE THE HANDLING OF THESE INVOICES:**

#### **IT IS MOST IMPORTANT FOR ALL VENDORS TO ADHERE TO THE FOLLOWING INSTRUCTIONS:**

1. THE PURCHASE ORDER NUMBER ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTINGS AND THE WORK LOCATION FOR EACH SCHOOL MUST BE LISTED ON EACH INVOICE. THE SUCCESSFUL VENDOR WILL RECEIVE A LIST OF THE CENTRALIZED CAFETERIAS WITH CODE NUMBERS. (THIS LIST MAY BE REVISED AS CHANGES OF BASES AND SATELLITES OCCUR).
2. ALL ITEMS ON DELIVERY TICKETS MUST BE IDENTIFIED WITH THE MDCPS DEPARTMENT OF FOOD AND NUTRITION'S DESIGNATED ITEM NUMBER AND BE BILLED ACCORDING TO DESCRIPTION OF ITEMS AWARDED ON VARIOUS M-DCPS BIDS, OTHER FLORIDA GOVERNMENT AGENCY BIDS, OR WRITTEN OR VERBAL QUOTES. THE VENDOR MUST CREATE A JOBBER FEE CODE FOR ITS FEE. BEFORE THE INVOICE/STATEMENT TOTAL, THE VENDOR MUST LIST ITS JOBBER FEE FOR THE ITEMS SHOWN ON THE INVOICE/STATEMENT. UNIT PRICES FOR ALL ITEMS SHALL BE RECORDED AND ACCURATELY EXTENDED. (See Example #1 and #2). VENDOR SHALL NOT COE MINGLE INVOICES FOR PRODUCTS ORDERED AGAINST VARIOUS PURCHASE ORDERS. VENDOR MUST HAVE THE CAPABILITIES TO PROCESS MULTIPLE PURCHASE ORDERS ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTING, AND SHALL INVOICE AGAINST RESPECTIVE PURCHASE ORDERS.

**Example #1:** Supplier charge = \$4.184 per case

Jobber fee = 11% mark up over cost ( \$4.184 x \$.11 = \$.46)

Invoice/Statement shall list the Jobber fee and established code number, and shall appear as a line charge, immediately before the invoice/statement total amount.

Invoice/Statement charge: Supplier charge	= \$4.18
Jobber fee charged and (code #)	= <u>\$0.46</u>
Total invoice/statement charge	= \$4.64

**Example #2:**

THE BOARD AWARDED PRODUCT (X) AT \$4.184 PER CASE.

THE VENDOR MUST INVOICE PRODUCT (X) AT QUANTITY (100) X \$4.184 PER CASE= \$418.40.

THE VENDOR MUST INVOICE AS A LINE CHARGE WITH AN ESTABLISHED CODE NUMBER; PRIOR TO THE TOTAL INVOICE/STATEMENT AMOUNT, ITS JOBBER FEE OF 11%, WHICH CALCULATES OUT TO \$46.02.

THE VENDOR MUST LIST THE INVOICE TOTAL, WHICH IS THE SUM OF THE SUPPLIER CHARGE PLUS THE JOBBER FEE CHARGED. (\$418.40 + \$46.02 = \$464.42 TOTAL).

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**BID NO. 010-CC03**

**JOBBER SERVICE: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**FOOD SERVICE ACCOUNTING SPECIFICATIONS (CONTINUED)**

3. MIAMI-DADE COUNTY PUBLIC SCHOOLS IS MOVING TOWARD ELECTRONIC INVOICING AND PAYMENT AND WILL BE REQUESTING THAT THE SUCCESSFUL BIDDER DEMONSTRATE CAPABILITY OF PROVIDING THAT METHOD OF INVOICING. UNTIL SUCH TIME AS THIS METHOD IS IMPLEMENTED, VENDORS MUST CONTINUE TO PROVIDE DELIVERY TICKETS: VENDOR MUST ISSUE DELIVERY TICKETS IN QUADRUPLICATE, AND ALL FOUR (4) COPIES MUST BE SIGNED BY THE CAFETERIA MANAGER AS FOLLOWS:
- (A) TWO (2) COPIES LEFT WITH MANAGER, AT THE TIME OF DELIVERY.
  - (B) TWO (2) TO BE RETURNED TO THE VENDOR.
  - (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS, WITH ONE SIGNED DELIVERY TICKET ATTACHED, DIRECTLY TO FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. ALL TICKETS SUPPORTING WEEKLY STATEMENTS MUST BE IN EXACT AGREEMENT WITH COPY OF DELIVERY TICKETS LEFT WITH MANAGER. ALL DELIVERY TICKETS MUST SHOW THE PURCHASE ORDER NUMBER ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTING. VENDOR SHALL NOT COE MINGLE INVOICES.
4. THE SUCCESSFUL VENDOR WILL PROVIDE TO THE DEPARTMENT OF FOOD AND NUTRITION, A COMPLETE SUMMARY OF PRODUCTS ORDERED AND DELIVERED TO EACH SCHOOL SITE ON A MONTHLY BASIS, BY NO LATER THAN THE FIRST THURSDAY AFTER THE LAST WORK DAY OF EACH MONTH.
5. MDCPS DEPARTMENT OF FOOD AND NUTRITION RESERVES THE AUTHORITY TO ADD OR DELETE FOOD ITEMS BASED ON STUDENT PREFERENCE, SURVEY OF ACCEPTABILITY, AND ITEM PROFITABILITY.
6. MIAMI-DADE COUNTY PUBLIC SCHOOLS IS MOVING TOWARD ELECTRONIC PAYMENT AND INVOICING AND WILL BE REQUESTING THAT THE SUCCESSFUL BIDDER DEMONSTRATE CAPABILITY OF PROVIDING CREDIT ELECTRONICALLY. UNTIL SUCH TIME AS THIS METHOD IS IMPLEMENTED VENDORS MUST CONTINUE TO PROVIDE TICKETS DETAILING CREDITS AND RETURNS. CREDIT TICKETS SHOULD BE IDENTIFIED AS A CREDIT. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY THE DRIVER ON A SEPARATE CREDIT TICKET IN QUADRUPLICATE AND ALL FOUR (4) COPIES MUST BE SIGNED BY THE CAFETERIA MANAGER AS FOLLOWS:
- (A) TWO (2) COPIES LEFT WITH MANAGER, AT TIME OF NON-ACCEPTANCE OR PICKUP.
  - (B) TWO (2) TO BE RETURNED TO THE VENDOR WITH THE MANAGERS SIGNATURE.
  - (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS, WITH ONE SIGNED CREDIT TICKET ATTACHED, DIRECTLY TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. SUPPORTING WEEKLY STATEMENT/INVOICE MUST BE IN EXACT AGREEMENT WITH COPY OF CREDIT TICKET(S). ALL CREDIT TICKETS MUST SHOW THE PURCHASE ORDER NUMBER ISSUED BY THE DIVISION OF PROCUREMENT MANAGEMENT AND MATERIALS TESTING. VENDOR SHALL NOT COE MINGLE CREDITS.

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**BID NO. 010-CC03**  
**JOBBER SERVICE: DRY, FROZEN, AND REFRIGERATED FOOD ITEMS**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**ACCOUNTS PAYABLE DEPARTMENT**  
**FOOD SERVICE DIVISION**  
**P.O. BOX 01-2570**  
**MIAMI, FLORIDA 33101**

**DO NOT MAIL STATEMENT TO INDIVIDUAL SCHOOL LUNCHROOMS**

**INVOICES FOR PURCHASES MADE BY PARENT TEACHER ASSOCIATION SHOULD NOT BE INCLUDED ON STATEMENTS SENT TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT, BUT SHOULD BE MAILED TO THE SCHOOL IN CARE OF THE P.T.A.**

**MAIL ALL STATEMENTS TO:**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
**ACCOUNTS PAYABLE DEPARTMENT**  
**FOOD SERVICE DIVISION**  
**P.O. BOX 01-2570**  
**MIAMI, FLORIDA 33101**

## **INSTRUCTIONS FOR CERTIFICATION**

**By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.**

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 and 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.

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.

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 sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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 which 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.

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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 not required to, check the Non-procurement List.

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.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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

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Organization Name  
Name

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PR/Award Number of Project

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

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Signature(s)

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Date