Miami-Dade County Public Schools
giving our students the world

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132

Direct all inquiries to Procurement Management Services.

BUYER NAME: R. JOHNSON

E-MAIL ADDRESS: rhjohnson@dadeschools.net

PHONE: (305) 995 - 2361

FAX NUMBER: (305) 523 - 3362

TDD PHONE: (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 029-HH03

BID TITLE FOOD SERVICE EQUIPMENT

Bids will be accepted until 2:00 PM on October 30, 2007 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 Bids may not be withdrawn for 270 days after opening.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. BIDDER CERTIFICATION AND IDENTIFICATION

A. 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.

C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (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 indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES ☐ NO ☐

Refer to **INSTRUCTIONS TO BIDDERS,** para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ ***State*** _____ ***Zip Code*** _____

Telephone No. _____ ***Fax No.*** _____

E-mail Address _____

By: Signature (Original)
Of Authorized Representative _____ ***Date*** _____

Name (Typed or Printed)
Of Authorized Representative _____ ***Date*** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at http://www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a *Cone of Silence* from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.
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. Defines 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 M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE 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 his/her 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 *X. Packaging*.
2. 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.
3. 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. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to 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 the 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 Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids 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 Assistant Superintendent, Procurement Management Services, 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; or
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 posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

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 future re-solicitation for 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 his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders 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. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. 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 rebids. 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.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE
The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. 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 to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent 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 or (2) 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 Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

G. 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.

VII. 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:

Contract Amount	Minimum Rating by A.M. Best
$ 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 VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, 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 his/her 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

VIII. 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 this 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.

C. Bidder must obtain, from Materials 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 TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

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. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. 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 Procurement Management Services, 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.

X. PACKAGING

A. 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. 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)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami 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 rebid any or all of these items.

XII. 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 contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. 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 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 directed payment to the bidder.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) 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 his/her 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 Assistant Superintendent, Procurement Management Services, 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 Board 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.

XVII. COMPLIANCE WITH LAWS - Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

FROM: _____
_____
_____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: 029-HH03
BID TITLE: FOOD SERVICE EQUIPMENT
BID OPENING DATE: October 30, 2007

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. NO ENVELOPE IS NECESSARY.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.
We cannot meet the specifications nor provide an alternate equal product.
Our company is simply not interested in bidding at this time.
OTHER, (Please specify)_____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company_____

NOTE: **Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a** *NO BID.*

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

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 the chief **officer,** director, or owner who holds, directly or indirectly the majority 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

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 #029-HH03**

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 Completed Operations Liability Insurance, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages.

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.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM *(FORMAT A)* **TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

BID	BUYER	PAGE
029-HH03	R. JOHNSON	SC 1
TITLE	FOOD SERVICE EQUIPMENT	

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed. Bid term shall be from the date of award until March 27, 2009, and may, by mutual agreement between Procurement Management Services and the awardee(s), be extended for three (3) additional one-year periods and, if needed, 180 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

2. **BID INFORMATION:** It is each bidder(s) responsibility to monitor continuously the website at M-DCPS Procurement Management Services: http://procurement.dadeschools.net/bidsol/asp/ENACT.asp for any information that may be posted, prior to the opening of this solicitation. If addendums, notices and other information is posted, a link will be provided in the bid line to click on to access this information.

   A. **CONE OF SILENCE**: A "Cone of Silence" is applicable to this competitive solicitation. This information can be accessed at the M-DCPS Website listed below for bidder(s) reference:
   http://www.dadeschools.net/board/rules/Chapt8/8C-1.212.pdf

   Any inquiry, clarification, or information regarding this bid must be requested in writing sent by courier, e-mail, fax or mail and received no later than 2 p.m. on October 22, 2007 to M-DCPS to allow sufficient time to address submissions. The information must be sent simultaneously to:

   Robert Johnson, Buyer
   Procurement Management Services
   Miami-Dade County Public Schools
   1450 N.E. 2ND Avenue, Room 352
   Miami, Florida 33132
   Fax #: 305-523-3362
   E-Mail: rhjohnson@dadeschools.net

   Ileana Martinez, School Board Clerk
   Miami-Dade County Public Schools
   1450 N.E. 2ND Avenue, Room 268B
   Miami, Florida 33132
   Fax #: 305-995-1448
   E-Mail: martinez@dadeschools.net

   B. **POSTING OF BID ADDENDUMS, INFORMATION AND UPDATES:** The additional website links below list all bids, addendums, information, questions and answers, updates and award notices. **Additional information can be posted on any of these M-DCPS websites without notice:**
   http://procurement.dadeschools.net http://procurement.dadeschools.net/bidders.asp
   http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

3. **AWARD OF BID: Award of this bid will be made to the primary and alternate vendors meeting or exceeding specifications and providing the lowest total bid on each item or category** as indicated on the Excel Spreadsheet Bid Proposal Form (Format B) as determined by Procurement Management Services and the Department of Food and Nutrition. Labor and balance of line items are for informational purposes only and will not be used to determine the low bidder, however vendor must honor pricing during the term of the contract.

4. **SPECIFICATIONS:** *Bidders must submit their bids to comply with BOTH the Format B (Items on Bid) Excel Spreadsheet AND the bid document "Cafeteria Serving Lines Specifications for Format B Items."* **If an item is to be considered as an equal to the specified item, the corresponding complete technical specifications, together with illustrative materials and/or Materials Safety Data Sheets providing brand name and model number of the item shall accompany the bid submission package or within five (5) days of request by M-DCPS**. Non-compliance with this condition may cause the item not to be considered for award.

SPECIAL CONDITIONS: CONTINUED

5. **PRICE LIST SUBMISSION: The manufacturer's price list for the "Balance of Line" items**, as stated in the Format B (Items on Bid) Excel Spreadsheet, **shall accompany the bid submission package or within five (5) days of request by M-DCPS**. Non-compliance with this condition may cause the item not to be considered for award.

6. **NON-EXCLUSIVITY:** M-DCPS reserves the right to procure items herein described in any manner it sees fit, including, but not limited to: awarding of other contracts, the use of contracts awarded by the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of M-DCPS.

7. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida (M-DCPS) 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.

8. **DELIVERIES:** Delivery shall be made as soon as possible but not later than **180** days after receipt of the purchase order unless otherwise specified at the time of order. Deliveries shall be to various locations within Miami-Dade County as indicated on the purchase orders. The vendor is responsible for providing at no charge to M-DCPS any and all special equipment such as trucks equipped with lift gates that may be necessary to complete the delivery to the required location.

9. **SAMPLES:** Vendors may be required to submit samples for testing for alternate items if requested by M-DCPS within fifteen (15) working days of request to the following address:

Miami-Dade County Public Schools
Materials Testing and Evaluation
7040 West Flagler Street
Miami, Florida 33144
Phone: 786-275-0775
Hours 8:00 AM to 4:30 PM

NOTE: SAMPLES DELIVERED TO ANY OTHER LOCATION MAY NOT BE EVALUATED. The corresponding complete technical specifications along with illustrative materials and/or Materials Safety Data Sheets should also be submitted to MT&E.

Non-compliance with these conditions may cause the item not to be considered for award. Failure to provide samples for testing when requested will cause the vendor to be ruled non-responsive and not eligible for award.

All bid samples submitted for testing to the Materials Testing and Evaluation Department (MT&E) should be identified with the following: bid number, bid item number, vendor's name, vendor's product number, manufacturer's name, manufacturer's brand name, and manufacturer's product number (See label sample below).

SPECIAL CONDITIONS: CONTINUED

LABEL FOR SAMPLES SUBMITTED

BID NUMBER: _____BID ITEM NUMBER: _____
VENDOR'S NAME: _____
VENDOR'S PRODUCT NUMBER: ___ _____
MANUFACTURER'S NAME: _____
MANUFACTURER'S BRAND NAME: _____
MANUFACTURER'S PRODUCT NUMBER: _____

10. UNAUTHORIZED SHIPMENT/SUBSTITUTION: Unauthorized substitutions and shipments shall be grounds for termination. Vendors shall be considered in default of the contract and be subject to the default provisions in VI. E. Default.

11. INSTALLATION: Standard Installation and removal of existing equipment to designated location determined by M-DCPS shall be included on bid items unless otherwise stated. Standard installation includes delivery of bid item(s) to designated M-DCPS site location, item(s) and connection of bid item(s) into standard connection(s) and outlet(s). When installing gas lines vendors are responsible to bleed gas line, test for leaks and light pilots. Non-standard installation may be required on some items. Awarded vendors may subcontract installation services; however, it is the awarded vendors' responsibility to assure that the selected installers or subcontractor(s) possess all necessary qualifications, licenses and or certificates of competency as required by Miami-Dade County and the State of Florida to perform the work. M-DCPS reserves the right to perform its own installation or use any vendor it sees fit. Examples of non-standard installation can include, but is not limited to the following: replacing existing gas lines or electrical outlets, add additional gas lines or electrical outlets, installing floor drains, etc. Awarded vendors may be required to conduct on site visits to evaluate facility for location of current drains, electrical, gas lines, water supply etc., take measurements and meet with MDCPS staff to determine facility replacement needs, and ` conduct additional on-site visits as needed. Upon complete installation vendors are responsible for on-site training for school site food service staff.

12. MODEL NUMBER CORRECTIONS: If the model number for the make specified on the Bid Proposal Form is no longer available and/or is incorrect and has been replaced with a new updated model with new specifications, the bidder(s) should submit complete descriptive literature on the new model number, and the corrected model number should be noted on the Bid Proposal Form (FORMAT B) in the space provided.

13. PRICING: It is expected that the prices submitted shall remain firm for the entire contract period, as stated above. However, fluctuating market conditions during the contract period may affect the ability of a vendor to maintain the original bid prices for the entire contract period. Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market to be effective with the start of each subsequent renewal period, if the bid is extended beyond the original term. If the request(s) is/are approved by Procurement Management Services, these changes would take effect on the start of the renewal period(s) respectively.

SPECIAL CONDITIONS: CONTINUED

A. All requests for price adjustments must be submitted in writing to Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product(s) affected, letters from the manufacturer/producer of the product(s), Producer Price Indexes (PPI) published by the U.S. Department of Labor, and any other documentation supporting a request for price adjustment. When the price adjustment is approved, the price adjustment(s) shall be valid for the extension period. The price adjustment shall not exceed the producer price index as reported by the Department of Labor.

B. M-DCPS will review all requests for price adjustments, and reserves the right to reject any and all request(s) as deemed to be in the best interest of M-DCPS. Awarded Bidder(s) who are granted price adjustments for each extension period, must make these price adjustments valid for the entire extension period.

C. Any rebates or discounts which are provided to the bidder(s) on behalf of M-DCPS must be passed through to M-DCPS in the form of reduced pricing for the items involved for the duration of the promotion.

14. **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 bidder(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 bidder(s) not be awarded any new business. This information can be accessed at http://www.dadeschools.net Click on the "Discover M-DCPS" link and follow the tab "Doing Business with M-DCPS" to the "Quick Links" tab.

In addition, the direct links to vendor information can be downloaded at the following direct websites:

http://procurement.dadeschools.net/PDF/3921.pdf
http://procurement.dadeschools.net/pdf/vendorlist.pdf
http://procurement.dadeschools.net/pdf/SwornStatement_NewContract.pdf

15. **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.

16. **BID SUBMISSIONS**: In order to facilitate the evaluation, vendor(s) is/are requested to submit in electronic format the Excel file, Format B (Bid Proposal Form) on a CD-ROM, 3½" Floppy Disk, or Jump Drive with the Bid Package. In addition, one printed copy of the Format B (Bid Proposal Form) shall be submitted as the bid, for evaluation. In the event of a discrepancy in manufacturer code(s) and/or packaging on the electronic format, the bidder(s) shall so indicate on the blank text boxes on the electronic format.

SPECIAL CONDITIONS: CONTINUED

Should the bidder(s) not be able to enter the discrepancy on the electronic format, the bidder shall so indicate the discrepancy on the printed copy. **The final printed copy of the Format B submitted with the bid documents will be used as the document for the evaluation process.** The complete bid file, including the Format B (Items on Bid) Excel Spreadsheet may be downloaded at the M-DCPS website listed: http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

Click on "Current Bids/RFP's Under the Cone of Silence". Bids will be accepted until the time and date indicated on the Bidders Qualification Form, in Room351, of SBAB, 1450 NE 2nd Ave, Miami, FL 33132. **Bids and or files will not be accepted by E-Mail.** Bidders are requested to submit, with their bid package, all information requested in the attached specifications including:

a. Signed Bidders Qualification Form.
b. The Bid Proposal Form (Format B) Excel file on CD-ROM, 3½" Floppy Disk, or Jump Drive **in addition to the hard copy of the Bid Proposal Form (Format B).**
c. Enclosed specifications and Materials Safety Data Sheets, as applicable.
d. Manufacturer's Price List for Balance of Line Items
e. Vendor Information Sheet.

17. ERASURES OR CORRECTIONS: When filling out the Bid Proposal Form, bidders are required to use permanent ink in completing the bid proposal and all bid documents.

- Use of pencil is prohibited.
- Do not erase or use correction fluid to correct an error.
- All changes must be crossed out and initialed in ink.
- Bid proposal form original hard copy must be signed in ink.

Those bids for individual items that do not comply with the four items above will be considered non-responsive for that item(s).

	Miami-Dade County Public Schools, FLORIDA **BID PROPOSAL FORM (FORMAT B)**	**NOTE: This Excel spreadsheet can be electronically completed and submitted with the bid package as a file (CD, Floppy Disk, Jump Drive, etc.)**			
	BIDS MUST BE RECEIVED BY THE BID OPENING DATE AT 2:00PM EDT	**BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID**			
	Bid No. 029-HH03				
	Title: Food Service Equipment				
	Buyer: R. Johnson	**If filled out in ink, please print legibly.**			
	Bidder:				
ITEM	DESCRIPTION OF ITEM	**EST. QTY.**	**UNIT**	**BRAND AND MODEL INFORMATION**	**PRICE PER UNIT**
	IMPORTANT BID NOTES: VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR_____. PRICING TO INCLUDE ALL FREIGHT AND INSIDE DELIVERY CHARGES, SET IN PLACE, WITH REMOVAL OF PACKAGING, STANDARD INSTALLATION AND DEMONSTRATION/ TRAINING OF EQUIPMENT. VENDORS SUPPLYING INSTALLATION ARE REQUIRED TO ATTACH A LABEL OR TAG TO EACH APPLIANCE SHOWING THE DATE INSTALLATION WAS COMPLETED.				
	Removal of old appliance will be required when requested by M-DCPS. Additional charge for removal of old appliance as listed on bid if necessary or applicable. Vendor is responsible for disposal to designated M-DCPS site.				
Items 1 and 2 to be awarded as a total low bid. Vendor must bid both items to be considered for award.					
1	**Full-size Convection Oven Double Compartment Extra Deep (Natural or LP)**	**20**	**Each**		**$_____**
	• Each unit to operate separately and independently with two speed blower wheel powered by a minimum of 1/3 h.p. motor with thermal overload protection. • Interior baking compartments to be chip proof porcelain/enamel with interior lights. • Exterior shall have stainless steel front, sides, doors and top. • Each oven door to have see through panel thermal window that is easy to clean • Oven doors with cool to touch door handle(s) that operate simultaneously. Opening of either door shall automatically shut off fan. • Oven doors are to be reinforced to withstand high temperatures and abuse by individual operators. • Stainless steel oven door gaskets. • Interior compartments capable of holding a minimum of 11 racks with a minimum of 1 5/8" spacing. Each compartment to be furnished with a minimum of five (5) chrome plated wire racks. • Each section shall be supplied with a 60-minute timer with buzzer, oven light switch, oven ready indicator and two-speed fan. • Each compartment with a minimum of 55,000 BTU/hr and removable dual tube burners. • Control module shall be supplied with 100% electrical disconnect. • Solid-state thermostat with temperature range minimum of 150° - 450°. • Oven back enclosure shall be black epoxy or stainless steel. • Control panel for each compartment must have easy access for repairs. • Unit shall have an electronic type igniter with a safety thermal delay relay. • Control and fan motor to operate on 115 V AC single phase • Unit to include all necessary hook-ups for installation and proper operation of equipment. i.e. plugs, cords hoses, quick disconnect, manifolds, stacking devices, etc. • Fan blade to be protected from being clogged. • Vendor/manufacture to provide on-site training for food service staff • Minimum of one year parts and labor from time of installation and operation • Units to be NSF and/or UL listed, AGA and/or CGA rated • Unit to have extra deep baking compartments. • Compartments accept minimum of five (5) 18" x 26" baking pans in left - to- right or front-to-back positions. **Approved Brands: Blodgett Zephaire-G Plus with options for duel panel thermal glass windows or other brands meeting specifications.**				
2	**Full-size Convection Oven, Single Compartment Extra Deep Extra Deep (Natural or LP)**	**6**	**Each**		**$_____**
	Incorporate all specifications in item #1 except: • Unit to have one single compartment instead of two compartments **Approved Brands: Blodgett Zephaire-G Plus with options for duel panel thermal glass windows or other brands meeting specifications.**				

	Miami-Dade County Public Schools, FLORIDA **BID PROPOSAL FORM (FORMAT B)**	**NOTE: This Excel spreadsheet can be electronically completed and submitted with the bid package as a file (CD, Floppy Disk, Jump Drive, etc.)**			
	BIDS MUST BE RECEIVED BY THE BID OPENING DATE AT 2:00PM EDT				
	Bid No. 029-HH03	**BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID**			
	Title: Food Service Equipment				
	Buyer: R. Johnson	**If filled out in ink, please print legibly.**			
	Bidder:				
ITEM	DESCRIPTION OF ITEM	**EST. QTY.**	**UNIT**	**BRAND AND MODEL INFORMATION**	**PRICE PER UNIT**
Items 3 and 4 to be awarded as a total low bid. Vendor must bid <u>both</u> items to be considered for award.					
3	**Full size Convection Oven, Double Compartment Extra Deep (Electric).**	**3**	**Each**		**$**
	• Each unit to operate separately and independently. • Interior baking compartments to be chip proof porcelain/enamel. • Exterior shall have stainless steel front, sides doors and top. • Oven doors to have see through panel thermal windows. • Oven doors with cool to touch door handle(s) that operate simultaneously. • Oven doors are to be reinforced to withstand high temperatures and abuse by individual operators. • Stainless steel oven door gaskets • Interior compartments capable of holding a minimum of 11 racks with a minimum of 1 5/8" spacing. Each compartment to be furnished with a minimum of five (5) chrome plated wire racks. • Each section shall be supplied with a 60-minute timer with buzzer, oven light switch and oven ready indicator. • Control module shall be supplied with 100% electrical disconnect. • Solid-state thermostat with temperature range minimum of 150° - 450°. • Oven back enclosure shall be black epoxy or stainless steel. • Control panel for each compartment must have easy access for repairs. • Fan blade to be protected from becoming clogged. • Each section shall have a minimum ½ HP, maximum ¾ HP blower motor, two speeds with automatic thermal overload protection, blower and heating elements are interconnected for simultaneous operation. • The unit shall have 50 watt commercial bake oven lamps; panel mount fused holders; a mode power switch; light switch; blower switch; cool down switch (to operate blower with oven door open); a door interlock switch (to automatically shut off blower upon door opening). • 208 Volt 1 or 3 phase • Unit shall carry a minimum of one year parts and labor from time of installation and usage • Unit to carry all necessary hook-up for installation and proper operation of equipment i.e. plugs, cords, hoses, manifolds, etc. • Unit to have extra deep baking compartments. • Compartments accept minimum of five (5) 18" x 26" baking pans in left-to-right or front-to-back positions. **<u>Approved Brands: Blodgett Zephaire-E Plus with options for duel panel thermal glass windows or other brands meeting specifications.</u>**				
4	**<u>Full-size Convection Oven, Single Compartment Extra Deep (Electric)</u>**	**2**	**Each**		**$**
	The single compartment oven shall incorporate all specifications in item #3 in addition to: • Unit to have one single compartment instead of two compartments **<u>Approved Brands: Blodgett Zephaire-E Plus with options for duel panel thermal glass windows or other brands meeting specifications.</u>**				
Item 5 is not used to determine low bidder, however the awarded vendor(s) must honor pricing during the term of the contract.					
5	**Additional options for items 1 – 4**				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
5A	**• Extra oven racks**	**2**		**$**	
5B	**• S/S open stand with rack guides**	**2**		**$**	
5C	**• 6" Casters**	**2**		**$**	
5D	**• 480 Voltage**	**2**		**$**	
5E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	____	**<<Years**	**$**	
5F	**• Removal Fee for each oven listed above in Items 1 - 4**			**$**	

Miami-Dade County Public Schools, FLORIDA
BID PROPOSAL FORM (FORMAT B)

BIDS MUST BE RECEIVED BY THE BID OPENING DATE AT 2:00PM EDT

Bid No. 029-HH03

Title: Food Service Equipment

Buyer: R. Johnson

Bidder:

NOTE: This Excel spreadsheet can be electronically completed and submitted with the bid package as a file (CD, Floppy Disk, Jump Drive, etc.)

BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID

If filled out in ink, please print legibly.

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
6	**Range Expando, Gas Fired (L.P. or Natural)** • Heavy duty range with two open flame cast iron tops • Individual pilot for each burner • Stainless steel front and doors with heat resistant sides and back • 6" stainless steel legs • Stainless steel low profile backguard • Front and cap, rear-gas connection • Removable ring grates over each burner • Automatic burner ignition • Unit shall have gas rear manifold connection • Minimum 30,000 BTU per burner • Unit to be delivered with all necessary hook-up for proper installation • Minimum one year parts and labor from time of installation **Approved Brands: Garland #M4S or other brands meeting specifications.**	**15**	**Each**		**$**
7	**Range Expando Electric (208V)** • Heavy duty unit with two round hot plates minimum of 9" each with separate controls • Stainless steel front and 6" legs and heat resistant sides and back • Full width grease troughs/drawers • Unit to be UL and NSF listed • Working height approximately 36" • Stainless steel back splash approximately 5" high • Unit to be delivered with all necessary hook-up for proper installation • Minimum one year parts and labor from time of installation **Approved Brands: Hobart #HCR45, Vulcan VEX3, or other brands meeting specifications**	**10**	**Each**		**$**
8	**Range Expando Electric (480V)** **Same specifications as listed in item #7 except 480 Volt.** **Approved Brands: Hobart #HCR45, Vulcan VEX3, or other brands meeting specifications**	**1**	**Each**		**$**
9	**Additional options for items 6 - 8**				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
9E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	___	**<<Years**		**$**
9F	**• Removal Fee for each range listed above in Items 6 - 8**				**$**

Miami-Dade County Public Schools, FLORIDA
BID PROPOSAL FORM (FORMAT B)

BIDS MUST BE RECEIVED BY THE BID OPENING DATE AT 2:00PM EDT

Bid No. 029-HH03

Title: Food Service Equipment

Buyer: R. Johnson

Bidder:

NOTE: This Excel spreadsheet can be electronically completed and submitted with the bid package as a file (CD, Floppy Disk, Jump Drive, etc.)

BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID

If filled out in ink, please print legibly.

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
10	**Steamer, Two Compartment, Convection (Electric)** • The steamer shall have #304 stainless steel with #4 finish exterior and interior • The capacity per compartment shall be minimum of three, 12" x 20" x 2-1/2" deep cafeteria pans • The unit shall have solid state controls operating timing, water level and safety functions • The unit shall have separate switches for power ON/OFF and safety reset circuit. • The unit shall have each cooking compartment equipped with a 60-minute mechanical timer • Each steamer compartment door shall be insulated and hinged either right or left, with the control panel correctly located and serviceable from the front or side • Pan support racks shall be polished stainless steel and removable for easy cleaning • The compartment doors shall be of two piece construction, cool to the touch during operation • The unit shall have one piece replaceable gaskets • The unit shall be modular type with heavy duty hinged doors • The unit shall have an automatic water level control system with low water power cut-off circuit • The unit shall have a steam generator equipped with a high limit pressure safety switch and 15 PSI safety valve • The unit shall have an automatic steam generator (boiler) blow-down to allow intermit-tent control, complete with additional manual drain valve • The unit shall have four 6-inch stainless steel legs with level adjustment • The unit shall have a single cold-water connection. (No hot water required). • The unit shall have high efficiency electric fired steam generator with automatic water fill on start up • The unit shall have a steam generator pressure gauge • The unit shall have copper tubing for all water piping construction where water is under pressure • 208 V single or three phase AMP draw not to exceed 60 • The unit shall have mechanical manual, and time steam controls shall be splash proof • The unit shall be listed with UL and/or NSF listed • The steamer shall be under warranty for all parts and labor for minimum of one year after the date the unit is installed for use • Service manuals, parts list and wiring diagrams must accompany each delivered unit • Unit to be delivered with all necessary parts, plugs, hoses etc. for installation and operation • Vendor/manufacture required to conduct training in all newly installed equipment **Approved Brands: Cleveland 24-CEM-24 or other brands meeting specifications.**	**2**	**Each**		**$_____**
	Additional options for item 10				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
10A	**Installed Water Filter**	**2**			**$_____**
10E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	___	**<<Years**		**$_____**
10F	**• Removal Fee for Item 10 listed above.**				**$_____**

Miami-Dade County Public Schools, FLORIDA
BID PROPOSAL FORM (FORMAT B)

BIDS MUST BE RECEIVED BY THE BID OPENING DATE AT 2:00PM EDT

Bid No. 029-HH03

Title: Food Service Equipment

Buyer: R. Johnson

Bidder:

NOTE: This Excel spreadsheet can be electronically completed and submitted with the bid package as a file (CD, Floppy Disk, Jump Drive, etc.)

BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID

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ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
11	**Steamer, Two Compartment, Convection (Gas)** • The steamer shall have #304 stainless steel and #4 finish exterior and interior • The capacity per compartment shall be minimum of three 12" x 20" x 2-1/2" deep cafeteria pans • The unit shall have solid-state controls operating timing, water level and safety functions • The unit shall have separate switches for power ON/OFF and safety reset circuit • The unit shall have each cooking compartment equipped with a 60-minute mechanical timer • Each steamer compartment door shall be insulated and hinged either right or left, with the control panel correctly located and serviceable from the front or side • Pan support racks shall be polished stainless steel and removable for easy cleaning • The compartment doors shall be of two piece construction, cool to the touch during operation • The unit shall have one piece replaceable door gaskets • The unit shall be modular type with heavy duty hinged doors • The unit shall have an automatic water level control system with low water power cut-off circuit • The unit shall have a steam generator equipped with a high-limit pressure safety switch and 15-PSI safety valve. Boiler to be nickel-plated • The unit shall have an automatic steam generator (boiler) blow down to allow intermittent control, complete with additional manual drain valve • The unit shall have 6-inch stainless steel legs with level adjustment • The unit shall have a single cold-water connection (no hot water required) • Unit shall have a high efficiency, gas fired steam generator with automatic fill on start up • The unit shall have a steam generator pressure gauge • The unit shall have a 200M BTU gas fired steam generator with four burners • The unit shall have copper tubing for all water piping construction where water is under pressure • The unit shall have mechanical manual, and time steam controls shall be splash proof • The unit shall be listed with UL and NSF listed • The steamer shall be under warranty for all parts and labor for minimum of one year after the date the unit is installed for use • Service manuals, parts list and wiring diagrams must accompany each delivered unit • Unit to be delivered with all necessary parts, plugs, hoses etc. for installation and operation • Vendor/manufacture required to conduct training on all newly installed equipment **Approved Brands: Cleveland Range #24CGM24, Market Forge 3500M24G200A or other brands meeting specifications.**	**20**	**Each**		**$**
	Additional options for item 11				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
11A	**Installed Water Filter**	**20**			**$**
11E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	____	**<<Years**		**$**
11F	**• Removal Fee for Item 11 listed above.**				**$**

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ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
12	**Steamer: Countertop (Electric)**	**8**	**Each**		$
	• 14 gauge s/s with stainless steel wire racks • Minimum of 3 (2.5 x 12 x 20") hotel pan capacity per unit • No water or drain connection • Unit to produce steam to 212° • Easy to read and operate temperature, vacuum gauges, thermostat and timer • Heavy duty door handle • Unit to be available in 208 or 240 and 1 or 3 phase • UL and NSF listed • Unit to include all necessary plugs, cords, hoses etc. for installation and operation • Minimum of 1 year parts and labor from time of installation and operation. • Vendor/manufacture to conduct on-site training for food service staff **Approved Brands: Accutemp S3 series, Intek XS or other brands meeting specifications.**				
	Additional options for item 12				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
12A	**Stainless steel support stand**	**5**			$
12E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	___	**<<Years**		$
12F	**• Removal Fee for Item 12 listed above.**				$
13	**Steam Jacket Kettle Stationary, Gas (Natural or LP)**	**6**	**Each**		$
	• Self contained and completely automatic 2/3 jacket, 300 series polished stainless steel • Operation from gas heated steam contained within the unit • 40 gallon capacity • Solid one piece welded construction • Stainless steel legs • Sanitary stainless steel tangent draw off • Interior drain shall include a removable perforated stainless steel strainer • Service to unit accessible from front or side without need to disconnect equipment • Temperature range 150° - 270° F and steam pressure up to 50 PSI • Controls to include thermostat low water cut-off, pressure limit regulation, pressure gauge, electronic ignition, water level sight glass, on off switch on/off switch • 115 volts, single phase • Spring assisted stainless steel domed cover • Unit must be stable from tipping or moving in place by floor bolting or other reinforcements for stability • NSF or UL listed, AGA or CSA or CGA rated and ASME code • Unit to be delivered with all cords, plugs, hoses etc. required for installation and operation • Service manual , parts list and installation diagram must accompany each delivered unit. • Minimum one year parts and labor from date of installation and usage • Awarded vendor/manufacture must conduct on-site training for food service staff **Approved Brands: Cleveland Range KGL-40, Market Forge F-40GL** **or other brands meeting specifications.**				
	Additional options for items 13				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
13A	**•Hot and Cold water faucet w/swing spout**	**4**			$
13B	**• Drain Strainers**	**6**			$
13C	**• 3" Tangent draw-off valve with strainer**	**2**			$
13E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	___	**<<Years**		$
13F	**• Removal Fee for Item 13 listed above.**				$

Miami-Dade County Public Schools, FLORIDA
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ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
14	**Steam Kettle, Tilting, Gas (Natural or LP)** • Self contained and completely automatic 2/3 jacket, 300 series polished stainless steel • Operation from gas heated steam contained within the unit • Forty (40) gallon capacity • Solid one piece welded construction • Stainless steel legs • Sanitary stainless steel tangent draw off • Interior drain shall include a removable perforated stainless steel strainer • Service to unit accessible from front or side without need to disconnect equipment • Temperature range 150° - 270° and steam pressure up to 50 PSI • Controls to include thermostat, low water cut-off, pressure limit regulator, pressure gauge, electronic ignition, water level sight glass, on off switch on/off switch • 115 volts, single phase • Spring assisted stainless steel domed cover • Unit must be stable from tipping or moving in place by floor bolting or other reinforcements for stability • NSF or UL listed, AGA or CSA or CGA rated and ASME code • Unit to be delivered with all cords, plugs, hoses etc. required for installation and operation • Service manual, parts list and installation diagram must accompany each delivered unit • Minimum one year parts and labor from date of installation and usage • Stainless steel tilting mechanism that permits kettle bowl to tilt forward for complete emptying • Tilting mechanism with self-locking for positive stop action **Approved Brands: Cleveland Range KGL-40T, Market Forge FT-40GL,** **or other brands meeting specifications.**	**30**	**Each**		**$_____**
	Additional options for items 14 **Not to be used to determine low bidder, however** **the awarded vendor(s) must honor pricing during the term of the contract.**				
14A	**•Hot and Cold water faucet w/swing spout**	**18**			**$_____**
14B	**• Drain Strainers**	**30**			**$_____**
14C	**• 3" Tangent draw-off valve with strainer**	**5**			**$_____**
14E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	___	**<<Years**		**$_____**
14F	**• Removal Fee for Item 14 listed above.**				**$_____**

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	Bid No. 029-HH03	**BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID**			
	Title: Food Service Equipment				
	Buyer: R. Johnson	**If filled out in ink, please print legibly.**			
	Bidder:				
ITEM	DESCRIPTION OF ITEM	**EST. QTY.**	**UNIT**	**BRAND AND MODEL INFORMATION**	**PRICE PER UNIT**
15	**Steam Jacket Kettle, Stationary (Electric)** • Electrically heated self contained and completely polished automatic 2/3 jacket, 300 series polished stainless steel • Forty (40) gallon capacity • Solid one piece welded construction • Stainless steel legs • Sanitary stainless steel tangent draw off • Interior drain shall include a removable perforated stainless steel strainer • Service to unit accessible from front or side without need to disconnect equipment • Temperature range approximately 140° - 270° and steam pressure up to 50 PSI • 208/240 volts, 1 or 3 phase • Spring assisted stainless steel domed cover • NSF or UL listed • Unit to be delivered with all cords, plugs, hoses etc. required for installation and operation • Service manual, parts list and installation diagram must accompany each delivered unit • Minimum one year parts and labor from date of installation and usage • Awarded vendor/manufacture must conduct on-site training for food service staff **Approved Brands: Cleveland Range KEL-40, Market Forge F-40LE, or other brands meeting specifications**	**2**	**Each**		**$_____**
	Additional options for items 15				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
15A	**•Hot and Cold water faucet w/swing spout**	**1**			**$_____**
15B	**• Drain Strainers**	**2**			**$_____**
15C	**• 3" Tangent draw-off valve with strainer**	**1**			**$_____**
15E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**	___	**<<Years**		**$_____**
15F	**• Removal Fee for Item 15 listed above.**				**$_____**

Miami-Dade County Public Schools, FLORIDA
BID PROPOSAL FORM (FORMAT B)

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Buyer: R. Johnson

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ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
16	**Microwave** · The unit shall be a commercial microwave, with stainless steel construction · The unit shall have a **minimum** output power of 2600 watts · The unit shall be equipped with four magnetrons · The unit shall have a top and bottom energy feed · The unit shall be able to accommodate two 4-inch deep full size pans · The unit shall have a drop down counter style see through door · The unit shall have a removable center shelf · The unit shall have a minimum of eight programmable pads, five power levels (high, medium, low, defrost, hold), a programmable lock cycle counter, and a self diagnostic, and timer to select cooking time. · The unit shall be 208/60/1 (single phase) · UL and/or NSF listed **Approved Brands - Panasonic #NE-3280 or other brands meeting specifications**	**10**	**Each**		**$**
17	**Microwave** · The unit shall be a commercial microwave, with stainless steel construction · The unit shall have an output power of 1200 watts · The unit shall be equipped with two magnetrons · The unit shall have a top and bottom energy feed · The unit shall be able to accommodate minimum of one 6" tall, full size steam table pan with cover · The unit shall have a drop down counter style see through door · The unit shall have a minimum of six programmable pads, three power levels a programmable lock, tone control, and a self diagnostic, and dial timer to select cooking time · The unit shall be 120/60/1 (single phase) · UL and/or NSF listed **Approved Brands: Panasonic #NE-1258 or other brands meeting specifications**	**15**	**Each**		**$**
18	**Microwave** · The unit shall be a commercial microwave · The unit shall have an output power of 1000 watts · The unit shall be equipped with oven light · The unit shall have bottom energy feed · The unit shall be able to accommodate minimum of one half-size 6" tall pan with cover · The unit shall have a see through door · The unit shall have a minimum of ten programmable pads, a programmable lock cycle counter, self diagnostic, and five minute timer · The unit shall be 120/60/1 (single phase) **Approved Brands: Panasonic #NE-1054 or other brands meeting specifications**	**15**	**Each**		**$**
19	**Additional options for items 16 - 18**				
	Not to be used to determine low bidder, however				
	the awarded vendor(s) must honor pricing during the term of the contract.				
19E	**• Extended Warranty- Please fill in to the right # of Years and Cost >>>>**		**<<Years**		**$**
19F	**• Removal Fee for Items 16 - 18 listed above.**				**$**

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	Title: Food Service Equipment				
	Buyer: R. Johnson	If filled out in ink, please print legibly.			
	Bidder:				
ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	BRAND AND MODEL INFORMATION	PRICE PER UNIT
	THE FOLLOWING ITEMS ARE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT BE USED TO DETERMINE THE LOW BIDDER, HOWEVER VENDOR MUST HONOR PRICING DURING THE TERM OF THE CONTRACT.				
20	Hourly labor rates for non-standard installation.				
20A	Labor rate for electrical work	per Hour		$	
20B	Labor rate for plumbing work	per Hour		$	
20C	Labor rate for gas line work	per Hour		$	
21	Balance of Line				
	Percent off discount from manufacturers suggested retail price Manufacturer's Catalog to be submitted with bid or within 5 days of request by M-DCPS.		%		