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. 036-HH03

BID TITLE FROZEN DAIRY AND FRUIT PRODUCTS

Bids will be accepted until 2:00 PM on February 12, 2008 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 Bids may not be withdrawn for 180 days after opening.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.: 036-HH03
BID TITLE: FROZEN DAIRY AND FRUIT PRODUCTS
BID OPENING DATE: February 12, 2008

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS)

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

BID	BUYER	PAGE
036-HH03	R. JOHNSON	SC 1

FROZEN DAIRY AND FRUIT PRODUCTS

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract for the purchase and delivery of frozen dairy and fruit products at a single firm fixed price per item at M-DCPS school sites and other locations for the Department of Food and Nutrition. The term of the bid shall be from date of award, through **May 29, 2009,** and by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee, upon final approval, be extended for three (3) additional one 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. M-DCPS, through Procurement Management Services, 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. The successful bidder(s) agree(s) to this condition by signing its bid.

2. **BID INFORMATION:** It is each bidder(s) responsibility to monitor continuously the M-DCPS Procurement Management Services website: 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 February 4, 2008 in order for 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

   Information regarding the "Notice of Intended Action" to award this bid can be found approximately 7-10 days before presentation at the School Board Meeting during the month the bid is intended to be awarded. This information is posted on the Procurement Management Website listed below:

   http://procurement.dadeschools.net/bidsol/asp/ACTION.asp

SPECIAL CONDITIONS: CONTINUED

3. **AWARD:** Contract will be awarded to vendor(s) meeting specifications and providing the lowest total bid in each category as determined by the Department of Food and Nutrition for school sites and at other district sites, as needed. M-DCPS reserves the right to eliminate category group(s) and/or item(s) in the awarding of this bid if it is deemed in the best interest of the school district.

   A. The items listed on "Format B" are specified and in order to be considered for award of a category group, all vendor(s) must bid **ALL** items listed **in the FORMAT B Excel Spreadsheet.** Bidder(s) are to follow the format listed below when they are submitting their bid proposal:

      1. All required information on the Format B, including what price, brand, and weight, if required, for each item in a category group.
      2. Vendors bidding in the following categories: "Milkshakes", and "Frozen Treats", must provide as a minimum delivery to all School locations listed in the bid. Additional school locations may be added by the department of Food & Nutrition.

   B. Bidder(s) must comply with providing supporting equipment listed in Bid #036-HH03 Specifications and with all other terms listed in the Specifications document.

   C. Only items and/or products grown, produced, and processed in the United States or its territories will be considered for award purposes, unless a domestic supply is not available.

   D. Foreign products:
      - If product is not available as produced in the U.S.A., the foreign product(s) must be submitted as an alternate and shall specify country of origin.
      - All foreign products must be inspected for wholesomeness as well as grades, and origin of product must be so noted on grade certificates.
      - All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or through the USDA by the Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

4. **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 GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of M-DCPS.

5. **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.

   Estimated quantities are based on the length of the initial award period. M-DCPS is not obligated to place an order for any item(s) or given amount, subsequent to the award of this bid. The bid award quantities for specific item(s) listed in the bid may not be utilized if M-DCPS utilizes opportunity buys and/or special buys as defined in **Section Sixteen (16) titled, "Deliveries and/or Purchase of Additional Items"** of the special conditions contained herein to meet the needs of M-DCPS**.**

SPECIAL CONDITIONS: CONTINUED

6. **SUBCONTRACTING:** The vendor(s) may not subcontract for the delivery of the items listed in the award, unless stipulated and defined completely in the vendor's bid, which is acceptable to the Board at the time of award. In such instances, performance responsibility rests completely with the vendor (awardees).

7. **USAGE REPORTS:** Each successful vendor(s) **shall submit a monthly usage report** listing the total delivery quantities for each item delivered to each school. This report shall be directed to The School Board of Miami-Dade County, Florida, Department of Food and Nutrition, 7042 West Flagler Street, Miami, Florida 33144, Attention: Planning and Production. This usage report shall be submitted by the tenth (10TH) day of the following month. This usage report is in addition to the statement described in **"Attachment FS: Food Service Accounting Specifications."**

8. **DEFAULT:** The successful bidder(s) shall inform M-DCPS of any problems or delays in fulfilling all requirements listed in this bid. M-DCPS shall consider negative results of USDA audit review, improper storage procedures, not meeting data processing and required reports on a timely basis, failure to disclose pricing changes that would be deemed favorable to M-DCPS and any other factors of unsatisfactory performance or non-performance according to stated M-DCPS procedures and/or local, state and federal guidelines and statutes to be a default of contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined in the Instructions To Bidders, Section VI. E.

9. **INSURANCE REQUIREMENTS:** Successful bidder(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful bidder(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the bidder(s) not being recommended for the bid award.

10. **DATA PROCESSING / ACCOUNTS PAYABLE INFORMATION:**

    A. **Additional Reports:** The successful bidder(s) may also be responsible for providing additional reports or information to be determined by any department of M-DCPS needing information from the bidder(s) in order to conduct their daily business operations.

    B. **E-Business Solutions:** M-DCPS's Department of Food and Nutrition and Procurement Management Services are open to consider e-business solutions with awarded bidder(s) to improve the efficiency of the food ordering process at M-DCPS.

    C. **Payment terms:** Successful bidder(s) will also need to refer to **"Attachment FS: Food Service Accounting Specifications"** regarding procedures with M-DCPS including, but not limited to procedures on handling delivery tickets, invoices, and statements.

11. **M/WBE PARTICIPATION:**
    It is the policy of the School Board, to actively encourage the participation of minority-owned and controlled businesses (African American, Hispanic, and Women) in the award and performance of Board contracts. All M/WBE's (primes and subcontractors/subconsultants) must be certified by the Division of Business Development and Assistance prior to contract award. **Attachment MI: M/WBE Certification Application (FM-3920**) is enclosed.

SPECIAL CONDITIONS: CONTINUED

PAYMENTS TO M/WBE Subcontractors/Sub-consultants

It is the policy of the School Board to track payments that are made to M/WBE Subcontractors/Sub-consultants. In keeping with this policy, all payments to subs must be reported, on a quarterly basis, to the Director, Division of Business Development and Assistance, 1500 Biscayne Boulevard, Room 128, Miami, Florida 33132. See **Attachment MP: M/WBE Sub-contractors/Sub-consultants Quarterly Expenditure Report (FM-4831).**

12. **MINIMUM INVENTORY REQUIREMENTS:** Successful vendors must have the ability to maintain a minimum inventory of the high volume items utilized during the menu cycle established by the Department of Food and Nutrition.

13. **DELIVERIES:** Successful bidder(s) must have items available for delivery per listed in the specifications of this bid by date of award or as scheduled by M-DCPS Procurement Management Services and the Department of Food and Nutrition.

    A. **Successful bidders(s) are not permitted to contact any school location** without prior approval from the Department of Food and Nutrition. The decision to add any school locations will be at the discretion of the Department of Food and Nutrition, and not individual school locations or successful vendors awarded this bid. In the event schools are added to the program, a list will be furnished to the successful bidder(s) at that time.

    B. Deliveries of all items awarded are to begin on or after effective date of award, or as indicated by each approved school site. The purchase of approved items awarded on this bid will be at the discretion of each individual school principal, and/or food service manager.

    C. Orders and/or deliveries will be set up between each individual school and approved vendor(s). **Bid #036-HH03: Specifications** lists the delivery temperatures required for each food item listed on this bid solicitation.

    D. Products that do not meet these delivery temperature requirements may be refused.

    E. Orders will be placed through each food service manager at each school cafeteria. Late deliveries may be refused. **See Special Conditions #14 for additional information regarding late deliveries.**

14. **LATE DELIVERIES/NON- DELIVERY:** Timely delivery of all orders is expected of the awarded vendors to all delivery sites within M-DCPS. If unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, M-DCPS Procurement Management Services reserves the right to assess a penalty payment to the distribution agent for each instance in the amount of one hundred dollars ($100) for the instance per route. The amount will be deducted from the distribution agent's invoice, this penalty payment per route.

    When the awarded vendor(s) is/are unable to meet the delivery as established by M-DCPS Department of Food and Nutrition, M-DCPS reserves the right to purchase on the open market to meet the menu cycle, as established by the Department of Food and Nutrition, and awarded vendor(s) shall pay the price difference between the original bid price and the price of the substituted food item(s) to M-DCPS, and the awarded vendor(s) may be recommended for default, as defined in **036-HH03 Specifications.**

15. **SAMPLES:** Bidder(s) listing an alternate product and/or brand(s) may be required to submit samples, to be evaluated according to the standards of the Department of Food and Nutrition. Samples shall be identical to the item(s) that is/are specified in the bid proposal.

SPECIAL CONDITIONS: CONTINUED

When a bidder(s) is/are requested to submit samples, each lot of samples shall be identified with (1) vendor's name, (2) bid number, (3) bid item number, (4) product name and number and (5) grade or size. Samples shall be submitted to:

Miami-Dade County Public Schools
Department of Food and Nutrition
Attention: Planning and Production
7042 West Flagler Street
Miami, Florida 33144
Telephone: (786) 275 – 0400

A. Each sample must be marked as specified before arrival to FOOD AND NUTRITION. No marking of samples will be permitted upon arrival. All information will be entered on a receiving report. Bidder(s) must obtain from the DEPARTMENT OF FOOD AND NUTRITION a signed receipt acknowledging delivery of samples. Bidder(s) shall

B. Include a self- addressed stamped envelope for return of sample receipt when submitting samples by mail or delivery service.

C. Any formulas, letters or other communication shall be attached to the bid for inclusion as part of the vendor's bid.

D. Samples shall be delivered at no cost to the School Board. Failure to deliver samples as required may be reason(s) for rejections of bid(s).

E. EVALUATION OF SAMPLES: Sample(s), identified to the Department of Food and Nutrition's menu committee by code numbers established, will be opened and evaluated for acceptability by a committee of food service personnel, Miami-Dade County Public Schools administrators and/or students. Depending on the type of product being considered, the samples will be evaluated using the appropriate methods and standards established by the Department of Food and Nutrition.

For information on Department of Food and Nutrition's "Protocol for New Products or Brands of Existing Food Products' Testing and Evaluation, the website address is listed below:

http://nutrition.dadeschools.net/foodscreening.html

16. DELIVERIES AND/OR PURCHASE OF ADDITIONAL ITEMS: M-DCPS DEPARTMENT OF FOOD AND NUTRITION RESERVES THE AUTHORITY TO ADD OR DELETE FOOD ITEMS BASED ON STUDENT PREFERENCE, SURVEY OF ACCEPTABILITY, AND ITEM PROFITABILITY.

A. The M-DCPS Department of Food and Nutrition and Procurement Management Services can at its discretion solicit quotations from awarded vendors for non-awarded products. All quotations shall be kept on file throughout the term of this contract. The Department of Food and Nutrition, upon approval by M-DCPS Procurement Management Services will determine the selection of the products to be used and the additional item(s) purchased.

B. Suppliers wishing to have new food items or new brands of existing food items approved for purchase by M-DCPS must submit items for evaluation and testing by the Department of Food and Nutrition per testing procedures at the following website address:

http://nutrition.dadeschools.net/foodscreening.html

SPECIAL CONDITIONS: CONTINUED

17. **SUBSTITUTIONS:** The successful distribution agent(s) shall deliver only those brands and items awarded on this bid. In the event of an emergency, the successful distribution agent(s) must contact the Department of Food and Nutrition and Procurement Management Services for approval to ship any unauthorized items due to a change in product code number, brand, pack change, etc.

18. **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.

    Vendor applications can be downloaded at:
    http://procurement.dadeschools.net/PDF/3921.pdf

    Vendor Information is located in the M-DCPS main website under the tabs on the left side. Click on the "Discover M-DCPS" link, go to "Doing Business with M-DCPS" tab, continue to the "General Information" tab, and then click on the "For Vendors" tab

19. **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. A copy of the license(s) is/are 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. "**Attachment JV: Affidavit of Joint Venture**" is requested be submitted with proposal, if applicable.

20. **HEALTH INSPECTION:** The Distribution Agent is requested to 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. **M-DCPS reserves the right to inspect the vendor's operations facility and/or trucks.** Failure to maintain all required licenses and satisfactory inspection reports during the term of this agreement and subsequent renewal(s) may result in the awardee being defaulted.

21. **U.S.D.A. CERTIFICATION DOCUMENT:** Each and every distribution agent is/are required to complete and to 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 Awarded Bidder(s) who has/have not submitted this form.

22. **NUTRIENT DATA SUBMISSION FORM:** Upon bid award, vendors are required to submit a nutrition facts label and CN label if applicable to assist in the gathering of nutrient information for all items.

23. **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.

24. **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 Agreement and may result in the termination of this Agreement by the Board.

SPECIAL CONDITIONS: CONTINUED

25. BID SUBMISSIONS: In order to facilitate the evaluation, vendor(s) is/are requested to submit in electronic format the Excel file of the Format B (Bid Proposal Form) on a CD-ROM, 3½" Floppy Disk, or Jump Drive with Bid Package. In addition, **one printed copy of the Format B** (Bid Proposal Form) **is to 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 printed copy, which will be used for the evaluation. The Bid file may be downloaded at the M-DCPS website listed below:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

Bids will be accepted until the time and date indicated on the Bidders Qualification Form, in Room 351, 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:

Requested information for this bid includes:

- Signed Bidders Qualification Form.
- Bid Proposal Form.
- Vendor Information Sheet.
- USDA Certification documents, where applicable
- Occupational License
- Item delivery information as listed in Special Conditions #13: Deliveries.
- Any additional licenses, permits, or documents required as listed in the document "Bid #036-HH03: Specifications"
- ATTACHMENT JL: Sworn Statement Pursuant to Section 1012.465, Florida Statutes as Amended by HB 1877, The Jessica Lunsford Act
- *The Format B Excel files on CD-ROM, 3½" Floppy Disk or Jump Drive* in addition to the hard copy of the Bid Proposal Form (Format B). Please note that the Excel file has multiple tabs.
- Attachments MI, MP, and/or JV, if applicable.

26. ERASURES OR CORRECTIONS: When filling out the Bid Proposal Form, bidders are required to use a typewriter or computer and complete bid proposal signed 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.
4. Bid proposal form original hard copy must be signed in ink.

Those bids for individual items that do not comply with items 1, 2, 3, and 4 above will be considered non-responsive for that item(s).

Miami-Dade County Public Schools BID NUMBER 036-HH03
FROZEN DAIRY AND FRUIT PRODUCTS SPECIFICATIONS

1. **DEFINITION OF TERMS:**

   A. **M-DCPS:** (**Miami-Dade County Public Schools)** is the same as the School Board of Miami-Dade County, Florida.

   B. **Vendor(s):** The firm(s) or individual(s) with whom the **M-DCPS** will enter into contract to perform the services, hereinafter defined, for the single fixed unit price on the **Vendor's** costs for each item delivered to schools.

2. **ITEMS:**

   A. The **Vendor(s)** will be responsible for the preparation and delivery of selected frozen dairy and fruit products as listed in this bid proposal by **M-DCPS**.

   B. The **Vendor(s)** who are awarded products that are in frozen state (i.e. "Frozen Treats" category on the Format B Excel Worksheet) shall furnish sufficient freezer boxes for the storage of products listed in the Format B (Items on Bid) contained herein and as required at the individual locations listed in **Attachment K8: Listing of Elementary, Middle and K-8 Centers for Miami-Dade County Public Schools** and at other M-DCPS locations, as needed with the prior approval of Procurement Management Services and the Department of Food and Nutrition.

   The freezer boxes needed for specific items listed on Bid #112-FF03 Format B (Items on Bid) Excel Worksheet must be equipped with locking mechanism and shall be provided and be maintained with regards to maintenance and repair by the vendor, with no cost and/or expense to M-DCPS.

   For Informational purposes only to assist vendor in providing freezer boxes mentioned above:

   1) Each school site has 1-3 freezer boxes per location.

   2) The following freezer brands currently being used at various school sites include, but are not limited to the following brands: Frigidaire, Kenmore, Woods, Ward, Universal/Nolan, Westinghouse, Caravelle, Ibema, Kold King, and Grahm.

   3) The following sizes of ice cream freezers are currently being used throughout M-DCPS:

Counter Top Type:	Width: 21"	Depth: 32"	Height: 17"
11 Cubic Feet:	Width: 34"	Depth: 24"	Height: 35"
15 Cubic Feet:	Width: 44"	Depth: 28"	Height: 39"
20 Cubic Feet:	Width: 72"	Depth: 28"	Height: 39"

   C. The **Vendor(s)** who are awarded the "Smoothies" product ("Smoothies" tab on the Format B Excel Worksheet) shall furnish sufficient dispensing machine equipment needed as listed on Bid #112-FF03 Format B (Items on Bid) Excel Worksheet contained herein and as required at **ONLY at Middle School locations** listed in **Attachment K8: Listing of Elementary, Middle and K-8 Centers for Miami-Dade County Public Schools** and at other M-DCPS locations, as needed with the prior approval of Procurement Management Services and the Department of Food and Nutrition. **After award, the awarded vendor(s) must receive prior approval from the Department of Food and Nutrition before delivering any equipment and/or product in the "Smoothies" category to any Middle School location.**

The following equipment and services for the "Smoothies" products shall be provided and be maintained with regards to maintenance and repair by the vendor, with no cost and/or expense to M-DCPS:

Three Bowl Dispensing Machine, 110 Volt, Single Line, with Locking System
NO External Water Lines, NO Pumps, and NO CO2 Required
Equipment Installation
Equipment Service
Employee Training for Food Service Employees

D. All requested repair work for items B and C above must be completed no later than two (2) business days after request. The Department of Food and Nutrition must be notified if repair or replacement of the freezer box(es) can not be made within two (2) business days. In case of mechanical failure of a freezer box resulting in loss of product, M-DCPS shall receive a credit for such items on subsequent invoices.

E. M-DCPS shall not be held responsible for acts of God, vandalism and/or theft, with respect to any equipment or machines provided by the vendor(s) at no cost to M-DCPS.

3. **VENDOR(S) EXPERIENCE:**
The **Vendor(s)** firm and/or their organization's designated management, are required to have a minimum of (3) three years documented experience in food operations.

4. **CONTRACT TERMS AND CONDITIONS:**
The **Vendor(s)** 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, Vendor(s) Specifications, and Jessica Lunsford Act** attached.

5. **GUARANTEES:**

a. **Estimated purchases by M-DCPS: 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 (M-DCPS) is not obligated to place an order for any given amount, subsequent to the award of this bid.

b. **By Vendor(s):** The **Vendor(s)** shall guarantee to purchase quantities and to maintain inventories for the planned menus as required by the Department of Food and Nutrition, during the term of this bid. During the term of this contract, the **Vendor(s)** shall comply with all requirements for each item specified, and shall maintain sufficient inventories of each item, in order to provide for scheduled usage.

c. **<u>The Vendor(s) 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 the designated M-DCPS Buyer from Procurement Management Services.</u>**

6. **DELIVERY REQUIREMENTS:**

A. School deliveries are to be made daily or as determined by the Department of Food and Nutrition.

B. **Single or Multiples Deliveries shall be scheduled to the designated schools between the hours of 6:30 am to 2:00 p.m.,** as required by the school sites for all items on the Format B Excel Spreadsheet. The designated Department of Food and Nutrition employee(s) must be present at the school food service delivery site to receive the items from the Vendor(s).

C. **Vendor(s) must comply with any regulations set forth by the U.S. Department of Homeland Security or any other federal, state or local governmental agency or bureau regarding any and all legislation regarding the receiving, storage, distribution, and delivery of food service items including but not limited to bio-terrorism, emergency preparedness plans, and preventative measures in order to ensure M-DCPS food supply is safe and secure at all times while in the Vendor's possession.**

D. Food products shall be delivered to each location in good condition. **ALL products are to be delivered fresh to each designated school location.** Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. **All frozen items shall be stored and delivered in a hard frozen state (0° F to 5° F).**

E. The successful **Vendor(s)** must make plans for immediate recovery, should a truck breakdown, or other delay(s) occur during the delivery day. The **Vendor(s)** will be responsible for contacting both the Department of Food and Nutrition and each individual food service manager, should any delivery delays occur.

F. The **Vendor(s)** 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.

7. **Food items shall meet all Miami-Dade County Public Schools bid specifications. Failure of Vendor(s) 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.**

8. **PROCUREMENT OF FOOD ITEMS BY VENDOR(S) SUMMARY:**

The following functions shall be the sole responsibility of the **Vendor(s)** but is not limited to:

A. Submit all reports on a timely basis as requested.
B. Maintain proper communications with the M-DCPS Procurement Management Services 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.
C. Schedule procurement of food items to meet forecasted menu requirements.
D. Submit invoices on a timely manner in the format requested.
E. Make every attempt to resolve issues with **suppliers**, such as delivery, billing, damaged product, shortages, etc., in a timely manner.

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form | **No. 036-HH03** | **FROZEN DAIRY & FRUIT PRODUCTS**
Bid sheet must be received at SBAB Rm.351 no later than bid opening date at 2:00 PM | **BUYER: R. Johnson**

VENDOR MUST BID ALL ITEMS IN THE SMOOTHIES CATEGORY ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD IN THIS CATEGORY (ITEMS 1 & 2.) THIS CATEGORY WHEN AWARDED APPLIES TO SECONDARY AND MIDDLE SCHOOLS ONLY. VENDOR(S) MUST RECEIVE APPROVAL FROM THE DEPARTMENT OF FOOD & NUTRITION BEFORE PROVIDING ANY EQUIPMENT, PRODUCTS AND/OR ADDING ANY ADDITIONAL SCHOOL SITES.

SMOOTHIES & YOGURT FORMAT B

PLEASE COMPLETE ALL SHADED AREAS (Sky Blue if using a color monitor and/or printer). If writing in information, use ink or black ribbon to fill in areas.

BIDDER: **TYPE IN YOUR NAME HERE….**

NOTE: This spreadsheet will calculate the Total Estimated Quantity Price below IF form is filled out electonically in Excel.

DISPENSING EQUIPMENT SPECIFICATIONS: THE WINNING VENDOR FOR FRUIT SMOOTHIES SHALL PROVIDE THE FOLLOWING AT NO CHARGE TO THE DISTRICT: DISPENSING MACHINES (THREE BOWL, 110 VOLT, SINGLE LINE, WITH LOCKING SYSTEM, NO EXTERNAL WATER LINES, PUMPS OR CO_2 REQUIRED), EQUIPMENT INSTALLATION, EQUIPMENT SERVICE, AND FOOD SERVICE EMPLOYEE TRAINING.

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit		Unit Price	Total Price
1	**FRUIT SMOOTHIE MIX**	6600	Brand:					$0.00
	FROZEN FRUIT SMOOTHIE MIX		Product #s:					
	FULL STRENGTH, READY TO USE							
	PRODUCT WILL NOT REQUIRE DILUTION		Flavors:					
	PRODUCT TO CONTAIN NO HIGH FRUCTOSE CORN SYRUP							
	FAT FREE, DAIRY-FREE							
	MINIMUM OF 50% FRUIT JUICE							
	MAY BE CALCIUM FORTIFIED							
	MINIMUM OF FOUR FLAVORS PROVIDED							
	SUGAR CONTENT TO BE LESS THAN 35% BY WEIGHT							
Approved Brand 1	RIDGEFIELD'S		Cartons per Case:					
Approved Brand 2	ISLAND OASIS		Carton Size:		OZ			
Approved Brand 3	RICH'S BAHAMA BLAST		Total Case Weight:		LB			
Approved Brand 4	**Other Brands Meeting Specifications**		# Cases:.	6600				
Pack Size:	6 cartons per case , each carton = 64 Ounces = 1/2 Gallon RECOMMENDED		CARTON PRICE:	#DIV/0!				
Unit:	CASE		Ounce Price:	#DIV/0!				
2	**FROZEN YOGURT**	3438	Brand:					$0.00
	LOW FAT FROZEN YOGURT MIX ;LESS THAN 35%		Product #s:					
	SUGAR CONTENT BY WEIGHT, TO BE							
	RECONSTITUTED IN IN SOFT-SERVE TYPE		Flavors:					
	MACHINE/DISPENSER PROVIDED BY VENDOR.							
	ASSORTED FLAVORS, NO ARTIFICIALTRANS FAT		Cartons per Case:					
	To provide approximately 148 4-oz portions/case		Carton Size:		OZ			
Approved Brand 1	ANNIE'S		Total Case Weight:		LB			
Approved Brand 2	**Other Brands Meeting Specifications**		# Cases:.	0				
Pack Size:	2/2 gallon resealable bags (4 gallons/case) RECOMMENDED		CARTON PRICE:	#DIV/0!				
Unit:	EACH		Ounce Price:	#DIV/0!				
	TOTAL QUANTITIES:SMOOTHIES & YOGURT	**10038**	**CASES**					**$0.00**

M-DCPS RESERVES THE RIGHT TO AWARD PRODUCTS AT EITHER LIST OR NET UNIT PRICES, WHICHEVER IS IN THE BEST INTEREST OF M-DCPS

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form Bid sheet must be received at SBAB Rm.351 no later than bid opening date at 2:00 PM	Bid No. 036-HH03	FROZEN DAIRY & FRUIT PRODUCTS BUYER: R. Johnson	PLEASE COMPLETE ALL SHADED AREAS (Ssky Blue if using a color monitor and/or printer). If writing in information, use ink or black ribbon to fill in areas.
VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOLS IN THE MILKSHAKES CATEGORY ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD (ITEM 3)		MILKSHAKES FORMAT B	

BIDDER:	TYPE IN YOUR NAME HERE….			NOTE: This spreadsheet will calculate the Total Estimated Quantity Price below IF form is filled out electonically in Excel.			
Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
3	MILKSHAKE, LOWFAT, ASSORTED FLAVORS	1155000	Brand:				$0.00
	FROZEN, MADE FROM 1% LOWFAT MILK		Product #s:				
	PRODUCT TO HAVE A CLEAR PLEASANT FLAVOR						
	WITH A SMOOTH MOUTH FEEL, NOT GUMMY OR GRAINY		Flavors:				
	SUGAR CONTENT TO BE LESS THAN 35% BY WEIGHT						
	PRODUCT MUST BE ABLE TO WITHSTAND A THREE (3) HOUR TEMPERING						
	AND BE RE-FROZEN WITHOUT VISIBLE SEPARATION						
	OR OTHER PRODUCT DETERIORATION						
	MUST HAVE A MINIMUM OF SIX (6) MONTHS FROZEN SHELF LIFE						
	PRODUCT MUST MEET NATIONAL SCHOOL LUNCH						
	MILK REQUIREMENT FOR A REIMBURSABLE MEAL						
	8 OZ. PER CONTAINER						
	AVAILABLE IN AT LEAST THREE (3) FLAVORS						
	TO INCLUDE CHOCOLATE, VANILLA AND STRAWBERRY		Containers/Case:				
			Container Size:		OZ		
Approved Brand 1	BUFFY		Total Case Weight:		LB		
Approved Brand 2	Other Brands Meeting Specifications		# Cases:.	#DIV/0!			
Pack Size:	35 Containers per Case RECOMMENDED		PRICE per Box:	$0.00			
	Each Container = 8 Ounces RECOMMENDED						
Unit:	EACH CONTAINER (8 OUNCES RECOMMENDED)						
	TOTAL QUANTITIES: MILKSHAKES	33000	CASES				$0.00

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Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form
Bid sheet must be received no later than the bid opening date at 2:00 PM

Bid No. 036-HH03 | FROZEN DAIRY & FRUIT PRODUCTS | BUYER: R. Johnson

PLEASE COMPLETE ALL SHADED AREAS (Sky Blue if using a color monitor and/or printer). If writing in information, use ink or black ribbon to fill in areas.

VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOL SITES IN THE FROZEN TREATS CATEGORY TO BE CONSIDERED FOR AWARD (ITEMS 4-20).

FROZEN TREATS

FORMAT B

BIDDER: TYPE IN YOUR NAME HERE....

NOTE: This spreadsheet will calculate the Total Estimated Quantity Price below IF this form is filled out electonically in Excel.

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
4	REDUCED/LOW FAT ICE CREAM CUP	495000	Brand:				$0.00
	MADE FROM ICE MILK (MILK AND NONFAT MILK)		Product #s:				
	3 OZ. DISPOSABLE CUP WITH A PULL TAB LID						
	PAPER CUP IS PREFERRED		Flavors:				
	FLAVORS: VANILLA, CHOCOLATE AND STRAWBERRY						
	EACH CUP TO INCLUDE INDIVIDUAL WRAPPED SPOON.						
	SPOONS INCLUDED IN CASE. NO ARTIFICIAL TRANS FATS						
	PACKING UNIT: 24 PER BOX RECOMMENDED						
			Cups per Box:				
Approved Brand 1	RICH'S ICE CREAM COMPANY		Cup Size:		OZ		
Approved Brand 2	DECONNA		Total Case Weight:		LB		
Approved Brand 3	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 4	Other Brands Meeting Specifications		PRICE per Box:	$0.00			
Pack Size:	24 Cups per Box RECOMMENDED						
Unit:	EACH						
5	FRUIT JUICE SHERBET CUP	13200	Brand:				$0.00
	FROZEN, FORTIFIED WITH FRUIT JUICE		Product #s:				
	TO MEET FRUIT/VEGETABLE COMPONENT						
	OF 1/4 CUP FOR CHILD NUTRITION PROGRAM		Flavors:				
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	INDIVIDUALLY SEALED CUPS WITH PULL TAB LID.						
	APPROXIMATELY 4 OZ. EACH.						
	SHERBET TO BE AVAILABLE						
	MINIMUM OF TWO OF THE FOLLOWING FLAVORS:						
	ORANGE, GRAPE, LIME AND CHERRY.						
			Cups per Box:				
Approved Brand 1	CLOVERVALE FARMS		Cup Size:		OZ		
Approved Brand 2	MAZZONE		Total Case Weight:		LB		
Approved Brand 3	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 4	Other Brands Meeting Specifications		PRICE per Box:	$0.00			
Pack Size:	96 Cups per Box RECOMMENDED						
Unit:	EACH						
6	ITALIAN ICE CUPS	676500	Brand:				$0.00
	MINIMUM OF 3.5 FLUID OUNCES MAXIMUM OF 4.5 OUNCES		Product #s:				
	FAT FREE, CHOLESTEROL FREE, ITALIAN ICE STYLE FROZEN DESSERT						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT		Flavors:				
	AVAILABLE IN AT LEAST FOUR FLAVORS						
	OR COMBINATION SWIRL FLAVORS						
	PACKED IN DISPOSABLE PAPER/PLASTIC CUP						
	WITH A PULL TAB LID.						
	DISPOSABLE SPOON PROVIDED.						
			Cups per Box:				
Approved Brand 1	RICH'S		Cup Size:		OZ		
Approved Brand 2	Other Brands Meeting Specifications		Total Case Weight:		LB		
Pack Size:	24 Cups per Box RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH		PRICE per Box:	$0.00			

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form
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Bid No. 036-HH03 | FROZEN DAIRY & FRUIT PRODUCTS | BUYER: R. Johnson

PLEASE COMPLETE ALL SHADED AREAS (Sky Blue if using a color monitor and/or printer). If writing in information, use ink or black ribbon to fill in areas.

VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOL SITES IN THE FROZEN TREATS CATEGORY TO BE CONSIDERED FOR AWARD (ITEMS 4-20).

FROZEN TREATS

FORMAT B

BIDDER: TYPE IN YOUR NAME HERE....

NOTE: This spreadsheet will calculate the Total Estimated Quantity Price below IF this form is filled out electonically in Excel.

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
7	CHOCOLATE CHIP ICE CREAM COOKIE SANDWICH	120450	Brand:				$0.00
	CREAMY VANILLA ICE CREAM IN BETWEEN		Product #s:				
	TWO LARGE CHOCOLATE CRUNCHY CHOCOLATE CHIP COOKIES						
	EACH COOKIE SANDWICH IS TO BE INDIVIDUALLY WRAPPED		Flavors:				
	AND IS TO BE APPROXIMATELY 3" IN DIAMETER						
	EACH SANDWICH IS TO CONTAIN						
	A MINIMUM OF 3.5 FL. OZ. OF VANILLA ICE CREAM						
	BETWEEN TWO CHOCOLATE CHIP COOKIES. No artificial trans fat						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT		Sandwiches/Box:				
Approved Brand 1	CHIPWICH BRAND		Sandwich Size:		OZ		
Approved Brand 2	GOOD HUMOR		Total Case Weight:		LB		
Approved Brand 3	Other Brands Meeting Specifications		# Cases:.	#DIV/0!			
Pack Size:	24 Sandwiches per Box RECOMMENDED		PRICE per Box:	$0.00			
Unit:	EACH						
8	NEOPOLITAN LOWFAT ICE CREAM SANDWICH	39600	Brand:				$0.00
	LOWFAT VANILLA, CHOCOLATE, AND STRAWBERRY ICE CREAM		Product #s:				
	BETWEEN TWO CHOCOLATE FLAVORED WAFERS						
	SUGAR CONTENT NOT TO EXCEED 35% SUGAR CONTENT BY WEIGHT		Flavors:				
	APPROXIMATELY 5 OZ. PER SANDWICH.						
	NO ARTIFICIAL TRANS FAT						
			Sandwiches/Box:				
Approved Brand 1	GOLDBOND		Sandwich Size:		OZ		
Approved Brand 2	GOOD HUMOR		Total Case Weight:		LB		
Approved Brand 3	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 4	Other Brands Meeting Specifications		PRICE per Box:	$0.00			
Pack Size:	24 Sandwiches per Box RECOMMENDED						
Unit:	EACH						
9	LOWFAT ICE CREAM SANDWICH:	247500	Brand:				$0.00
	MINIMUM OF 3 OZ. OF LOWFAT VANILLA ICE CREAM		Product #s:				
	BETWEEN 2 CHOCOLATE WAFERS						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT		Flavors:				
	NO ARTIFICIAL TRANS FAT		Sandwiches/Box:				
Approved Brand 1	DECONNA		Sandwich Size:		OZ		
Approved Brand 2	RICH'S		Total Case Weight:		LB		
Approved Brand 3	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 4	Other Brands Meeting Specifications		TRAY PRICE	$0.00			
Pack Size:	24 Sandwiches per Box RECOMMENDED						
Unit:	EACH						

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form
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Bid No. 036-HH03

FROZEN DAIRY & FRUIT PRODUCTS
BUYER: R. Johnson

PLEASE COMPLETE ALL SHADED AREAS (Sky Blue if using a color monitor and/or printer). If writing in information, use ink or black ribbon to fill in areas.

VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOL SITES IN THE FROZEN TREATS CATEGORY TO BE CONSIDERED FOR AWARD (ITEMS 4-20).

FROZEN TREATS

FORMAT B

BIDDER: TYPE IN YOUR NAME HERE....

NOTE: This spreadsheet will calculate the Total Estimated Quantity Price below IF this form is filled out electonically in Excel.

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
10	FROZEN PUDDING ON A STICK	173250	Brand:				$0.00
	INDIVIDUALLY WRAPPED AND SEALED.		Product #s:				
	SMOOTH AND CREAMY TEXTURE		Flavors:				
	MADE FROM MILK AND NATURAL FLAVOR.						
	EACH BAR TO WEIGH A MINIMUM OF 1.75 OZ.						
	FLAVORS: CHOCOLATE, CHOCOLATE/VANILLA SWIRL						
	Sugar content not to exceed 35% by weight.		Bars per Box:				
	NO ARTIFICIAL TRANS FAT		Bar Size:		OZ		
Approved Brand 1	FROSTAR		Total Case Weight:		LB		
Approved Brand 2	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 3	Other Brands Meeting Specifications		PRICE per Box:	$0.00			
Pack Size:	36 PER CASE RECOMMENDED						
Unit:	EACH						
11	ORANGE CRÈME BAR	98175	Brand:				$0.00
	ORANGE FLAVORED SHERBERT ICE CREAM BAR		Product #s:				
	WITH AN ARTIFICALLY FLAVORED						
	VANILLA LOWFAT ICE CREAM CENTER		Flavors:				
	ON A STICK						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	NO ARTIFICIAL TRANS FAT		Bars per Box:				
Approved Brand 1	BLUE BUNNY		Bar Size:		OZ		
Approved Brand 2	Other Brands Meeting Specifications		Total Case Weight:		LB		
Pack Size:	24 INDIVIDUALLY WRAPPED BARS PER BOX RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH		PRICE per Box:	$0.00			
12	ALL NATURAL 100% FRUIT BAR	21450	Brand:				$0.00
	FRUIT TYPE MUST BE AT LEAST THE SECOND INGREDIENT		Product #s:				
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT.						
	EACH BAR TO WEIGH A MINIMUM OF 4 OZ. EACH		Flavors:				
	INDIVIDUALLY WRAPPED ON A STICK.						
	FRUIT BAR TO BE FURNISHED IN A MINIMUM OF THREE :						
	FLAVORS INCLUDING- STRAWBERRY, BANANA, COCONUT						
			Bars per Box:				
Approved Brand 1	DECONNA FRUIT BARS		Bar Size:		OZ		
Approved Brand 2	FRUIT STICKS		Total Case Weight:		LB		
Approved Brand 3	CHUNKS O' FRUITI BAR		# Cases:.	#DIV/0!			
Approved Brand 4	BLUE BUNNY		PRICE per Box:	$0.00			
Approved Brand 5	Other Brands Meeting Specifications						
Pack Size:	24 PER BOX RECOMMENDED						
Unit:	EACH						
13	CRUNCH BAR	115500	Brand:				$0.00
	MINIMUM OF 2.5 OZ.		Product #s:				
	VANILLA MALT FLAVORED						
	COATED WITH CHOCOLATE AND CRISPY RICE BITS		Flavors:				
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	INDIVIDUALLY WRAPPED AND SEALED ON A STICK						
	NO ARTIFICIAL TRANS FATS		Bars per Box:				
Approved Brand 1	RICH'S		Bar Size:		OZ		
Approved Brand 2	BLUE BUNNY		Total Case Weight:		LB		
Approved Brand 3	Other Brands Meeting Specifications		# Cases:.	#DIV/0!			
Pack Size:	PACKING UNIT: 24 PER BOX RECOMMENDED		PRICE per Box:	$0.00			
Unit:	EACH						

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Bid No. 036-HH03

FROZEN DAIRY & FRUIT PRODUCTS
BUYER: R. Johnson

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VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOL SITES IN THE FROZEN TREATS CATEGORY TO BE CONSIDERED FOR AWARD (ITEMS 4-20).

FROZEN TREATS

FORMAT B

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Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
14	ICE CREAM BAR	99000	Brand:				$0.00
	VANILLA ICE CREAM		Product #s:				
	WITH FRESH ROASTED PEANUTS AND CARAMEL						
	COVERED WITH REAL MILK CHOCOLATE		Flavors:				
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	EACH BAR WEIGHS APPROXIMATELY 2 OZ.						
	NO ARTIFICIAL TRANS FATS		Bars per Box:				
Approved Brand 1	SNICKER ICE CREAM BAR		Bar Size:		OZ		
Approved Brand 2	Other Brands Meeting Specifications		Total Case Weight:		LB		
Pack Size:	24 PER BOX RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH		PRICE per Box:	$0.00			
15	CHOCOLATE COVERED ICE CREAM BAR	26400	Brand:				$0.00
	VANILLA ICE CREAM SQUARE		Product #s:				
	COVERED WITH MILK CHOCOLATE COATING						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT		Flavors:				
	EACH ICE CREAM BAR IS TO BE INDIVIDUALLY WRAPPED						
	TO WEIGH A MINIMUM OF 5 FL. OZ. EACH						
	EACH BAR IS TO BE APPROXIMATELY 3" X 3" SQUARE						
	NO ARTIFICIAL TRANS FATS						
			Bars per Box:				
Approved Brand 1	KLONDIKE		Bar Size:		OZ		
Approved Brand 2	BLUE BUNNY		Total Case Weight:		LB		
Approved Brand 3	Other Brands Meeting Specifications		# Cases:.	#DIV/0!			
Pack Size:	24 PER CASE RECOMMENDED		PRICE per Box:	$0.00			
Unit:	EACH						
16	ICE CREAM BAR, PREMIUM	79200	Brand:				$0.00
	PREMIUM VANILLA ICE CREAM BAR		Product #s:				
	WITH CHOCOLATE FLAVORED COATING ON A STICK						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT		Flavors:				
	TO WEIGH APPROXIAMATELY 3 OZ. PER BAR						
	NO ARTIFICIAL TRANS FATS						
			Bars per Box:				
Approved Brand 1	DECONNA		Bar Size:		OZ		
Approved Brand 2	RICH'S		Total Case Weight:		LB		
Approved Brand 3	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 4	Other Brands Meeting Specifications		PRICE per Box:	$0.00			
Pack Size:	24 PER BOX RECOMMENDED						
Unit:	EACH						

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form
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Bid No. 036-HH03 | FROZEN DAIRY & FRUIT PRODUCTS | BUYER: R. Johnson

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VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOL SITES IN THE FROZEN TREATS CATEGORY TO BE CONSIDERED FOR AWARD (ITEMS 4-20).

FROZEN TREATS

FORMAT B

BIDDER: TYPE IN YOUR NAME HERE....

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Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
17	ECLAIR BAR	462000	Brand:				$0.00
	LOWFAT ICE CREAM		Product #s:				
	WITH CHOCOLATE OR STRAWBERRY CENTER						
	WITH CAKE CRUNCH ON STICK		Flavors:				
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	TO WEIGH APPROXIMATELY 3 OZ. PER BAR						
	NO ARTIFICIAL TRANS FATS						
			Bars per Box:				
Approved Brand 1	RICH'S		Bar Size:		OZ		
Approved Brand 2	BLUE BUNNY		Total Case Weight:		LB		
Approved Brand 3	Other Brands Meeting Specifications		# Cases:.	#DIV/0!			
Pack Size:	24 PER BOX RECOMMENDED		PRICE per Box:	$0.00			
Unit:	EACH						
18	FUDGE BAR	82500	Brand:				$0.00
	MADE FROM LOW FAT MILK		Product #s:				
	AND NON FAT DRY MILK						
	WITH A NATURAL, CLEAR, PLEASANT CHOCOLATE FUDGE FLAVOR		Flavors:				
	PRODUCT TO HAVE A SMOOTH, CREAMY MOUTH FEEL						
	NOT GUMMY OR GRAINY						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	TO WEIGH APPROXIMATELY 3 OZ. PER BAR						
	NO ARTIFICIAL TRANS FATS						
Approved Brand 1	RICH'S		Bars per Box:				
Approved Brand 2	BLUE BUNNY		Bar Size:		OZ		
Approved Brand 3	Other Brands Meeting Specifications		Total Case Weight:		LB		
Pack Size:	24 PER CASE RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH		PRICE per Box:	$0.00			
19	NUTTY SUNDAE CONE	325050	Brand:				$0.00
	ARTIFICIALLY FLAVORED, LOWFAT ICE CREAM		Product #s:				
	IN A SUGAR CONE						
	TOPPED WITH CHOCOLATE COATING		Flavors:				
	AND PEANUTS						
	SUGAR CONTENT NOT TO EXCEED 35% BY WEIGHT						
	AND 35% OF TOTAL CALORIES						
	TO WEIGH APPROXIMATELY 3 OZ. PER CONE						
	INDIVIDUALLY WRAPPED						
	NO ARTIFICIAL TRANS FATS						
			Bars per Box:				
Approved Brand 1	DECONNA		Bar Size:		OZ		
Approved Brand 2	RICH'S		Total Case Weight:		LB		
Approved Brand 3	BLUE BUNNY		# Cases:.	#DIV/0!			
Approved Brand 4	Other Brands Meeting Specifications		PRICE per Box:	$0.00			
Pack Size:	24 PER BOX RECOMMENDED						
Unit:	EACH						

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form
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Bid No. 036-HH03

FROZEN DAIRY & FRUIT PRODUCTS

BUYER: R. Johnson

PLEASE COMPLETE ALL SHADED AREAS (Sky Blue if using a color monitor and/or printer). If writing in information, use ink or black ribbon to fill in areas.

VENDORS MUST BID & DELIVER ALL ITEMS TO ALL SCHOOL SITES IN THE FROZEN TREATS CATEGORY TO BE CONSIDERED FOR AWARD (ITEMS 4-20).

FROZEN TREATS

FORMAT B

NOTE: This spreadsheet will calculate the Total Estimated Quantity Price below IF this form is filled out electonically in Excel.

BIDDER: TYPE IN YOUR NAME HERE....

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price	Total Price
20	FRUIT JUICE BARS	325050	Brand:				$0.00
	MINIMUM OF 50% JUICE CONTENT		Product #s:				
	LESS THAN 35% SUGAR CONTENT BY WEIGHT						
	MUST MEET 3/8 CUP FRUIT COMPONENT		Flavors:				
	OF USDA TRADITIONAL MEAL PATTERN						
	TO PROVIDE 2 FL. OZ. SINGLE STRENGTH JUICE						
	MINIMUUM OF THREE FLAVORS TO BE PROVIDED						
	INDIVIDUALLY WRAPPED						
	CN LABEL REQUIRED						
			Bars per Box:				
Approved Brand 1	MINUTE MAID		Bar Size:		OZ		
Approved Brand 2	Other Brands Meeting Specifications		Total Case Weight:		LB		
Pack Size:	72 PER BOX RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH		PRICE per Box:	$0.00			
	TOTAL QUANTITIES: FROZEN TREATS	3399825	UNITS				$0.00
		140103	CASES				

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