Clear Form

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: Vanessa Flores, CPSM, C.P.M.
E-MAIL ADDRESS: vyflores@dadeschools.net
PHONE: (305) 995-1379
FAX NUMBER: (305) 523-2331
TDD PHONE: (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 045-PP03

BID TITLE Bread and Bread Products

Bids will be accepted until 2:00 PM on May 6, 2014 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 Bids may not be withdrawn for 120 days after opening.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 Policy 6460)

D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

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) ☐

IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE, please indicate: YES ☐ NO ☐

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 Policy 6460 Business Code of Ethics, 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 (2) years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board policies, 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 (2) 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

DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations.

Does the Firm or any Employee, Agent or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No ☐ **Yes** ☐ **If answer is yes, complete the following:**

Name of Director(s) or Officer(s)

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served

NOTE: THIS FORM SHALL BE RETURNED WITH THE BID/PROPOSAL SUBMITTAL.

INSTRUCTIONS TO BIDDERS

CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 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 and shall be made to The School Board of Miami-Dade County, Florida.

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

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 SPECIFICATIONS. Describes technical, performance, and packaging requirements for every bid line item. 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 freight charges. Bidder own 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. 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 Section287.017, 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.

G. TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY. Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

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 canceled 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 calendar 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 Policy 6320. 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 §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Policies 6320 and 0133.

E. The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

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 had 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 Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.04.

G. BID DOCUMENTS. 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.

H. DEBARMENT. Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from

conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. IDENTICAL PRICES. When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

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 and shall be made to The School Board of Miami-Dade County, Florida, 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 TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to M-DCPS. Vendor must pay for the testing/evaluation of these samples which must be submitted in accordance with the following procedures.

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 manufacturer's product name and number. When 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. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the M-DCPS Materials Testing and Evaluation Department *(http://materials.dadeschools.net)* are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

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.

D. 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.

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. No perishable samples submitted for testing and evaluation will be returned.

G. TESTING AND EVALUATION RESULTS. The Materials Testing and Evaluation Department will report to the buyer the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

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

This agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and incorporates and supersedes any and all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. **General or special conditions included in any of vendors' price lists, invoices, tickets, receipts or other such documents presented to School Board shall have no applicability to School Board with respect to this Agreement.**

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. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

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 CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. 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.

C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

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 Policies 6320 and 8475 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 statues, 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 Policies 6320 and 8475 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 were 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 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 Policies 1129, 3129, 4129 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.

XXIII.ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV.DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XXV.LOBBYISTS

School Board Policy 8150, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

XXVI.LOCAL-VENDOR PREFERENCE

The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 dollars or the current formal bidding threshold set by statute.

Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor

preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

XXVII. DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contract vendors to make full disclosure of their relationship with any District committees, task force, or associations. The Bidder Qualification Form – 3191 will now include the clause titled "Disclosure of Conflict of Interest (Affiliation with District Committees, Task Force or Associations.)"

Board policies may be accessed at: http://www.neola.com/miamidade-fl/

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.: _____
BID TITLE: _____
_____
BID OPENING DATE: _____

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

Clear Form

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____		
BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		Length of Time at Address Provided: _____ Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(Specify)*: _____	
PHONE:	( )	FAX: ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Instructions for Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

U. S. DEPARTMENT OF AGRICULTURE FORM

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employees in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee would:

(1) Abide by the terms of the statement; and

B. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employees in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee would:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace so later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satiLEActorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;

(g) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Organization Name Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

INSTRUCTIONS FOR CERTIFICATION
DRUG FREE WORK PLACE ACT OF 1988

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award. If there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

    - **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

    - **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

    - **Criminal drug statute** means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means, the employee of a grantee directly engaged in the performance of work under a grant, including (1) all "direct charges" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personal and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent vendors not on the grantee's payroll; or employees of subrecipients or subvendors in covered workplaces). Form AD-1049 (REV 5/2006)

End of Drug Free Workplace Form. (three pages)

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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

BID	BUYER	PAGE
045-PP03	Vanessa Flores	SC 1
TITLE		
BREAD AND BREAD PRODUCTS		

SPECIAL CONDITIONS

1. PURPOSE: The purpose of this bid is to establish a contract, at firm unit prices, for the purchase and delivery of fresh bakery products such as bread and rolls for the Department of Food and Nutrition. The term of the bid shall be for two (2) years from date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, and if needed, 90 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. Notification of extension will be posted on the Procurement website, when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing this bid.

2. AWARD: This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified herein. An award may be made to a Primary and Alternate vendor (where applicable) offering the lowest responsive and responsible bid for each item, grouping of items, or section as listed on the Format B (Bid Proposal Form.) Bid prices will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity. (2) The total bid price for all items for these specifications in an "All or None" bid, and (3) item may be grouped in an "all or none" bid for a particular group of items, while other items are bid per item. The School Board reserves the right to award bid on either of these three (3) bid prices. A blank entry on any line item on the Format B will be considered as a "No Bid" response for that particular line item. An award will be made to the two (2) lowest responsive and responsible vendors (Primary and Alternate) meeting specifications. The primary awardee will be contacted for all orders. If the primary awardee fails to perform under the terms and conditions of the contract, the Alternate awardees will be contacted.

3. PRE-BID CONFERENCE: A pre-bid conference will be held on Thursday, April 24, 2014, at 9:00 a.m. at the M-DCPS Department of Food and Nutrition, 7042 W. Flagler Street, Miami, Fl 33144 (entrance on SW 4th Street). Attendance at the pre-bid conference is recommended and highly encouraged, although not a pre-requisite for bid submittal. At this meeting, any questions regarding the bid and scope of work shall be discussed.

4. BID SUBMITTALS: Bidders are requested to submit one (1) original (clearly marked) and one (1) copy of their bid. Bidders are required to submit, with their bid package, or within five (5) days of request, all information requested herein. Failure to submit the following documentation may result in the bid not to be considered for award. Bids will be accepted until the time and date indicated on the Bidders Qualification Form. Bids and or files will NOT be accepted by E-Mail. The bidder may submit with their paper bid document an electronic copy of their entire bid package. The read only CD, DVD or jump drive, is to include all fully executed forms, bid proposal sheet, and all required supplementary documents. Requested information includes, but is not limited to:

   - Signed Bidders Qualification Form
   - Bid Proposal Form Price Sheets
   - Vendor Information Sheet

SPECIAL CONDITIONS CONTINUED

- Occupational License
- Insurance Documentation
- USDA Certification documents
- Most current inspection report from State of Florida Agency
- Valid e-mail address for SAP system communications (i.e. PO's)
- Three (3) years experience in food operations and proof thereof
- A letter indicating the following: delivery contact, hours in which orders may be placed, deadlines to place orders, and any other pertinent ordering information.
- Nutrition facts label and CN label, as applicable to assist in the gathering of nutrient information for all items. All food products must meet the district's healthy food and beverage guidelines.
- Professional resume with verifiable references
- Proof of volume production capability
- Vendor's HACCP program and procedures
- Current Health Inspection Report

5. PRICES: Bid prices shall be for fresh items made from quality ingredients. All items offered must be manufactured according to the State Board of Health and the Miami-Dade County Health Department specifications and regulations. All containers shall be suitable for storage and shipment, and all prices shall include standard commercial packaging. All bid prices shall include delivery to user location. Prices shall include all charges for packing, handling, freight, fuel, distribution and inside delivery.

6. PRICE ADJSTMENTS: It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices during the extension period. Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market. The awardee shall give written notification to M-DCPS Procurement Management Services when a price change upward or downward is being requested. Price adjustments may be made after the initial award term, and at each of the one (1) year extension periods, if any. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify any and all requests as deemed to be in the best interest of M-DCPS. M-DCPS must agree to the price adjustments, in writing, prior to delivery and invoicing items at the requested price adjustment.

7. EQUITABLE ADJUSTMENT: MDCPS may in its sole discretion, make an adjustment in the bid pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the vendor's control. (2) The volatility affects the marketplace or industry, and (3) the volatility so affects the vendor that continued performance of the bid award would result in a substantial loss.

SPECIAL CONDITIONS CONTINUED

8. RETURN OF DISCOUNTS, REBATES AND CREDITS: Miami-Dade County Schools shall ensure that the successful bidder fully discloses all discounts, rebates, allowances and incentives received by the successful bidder from its suppliers. If the company receives as discount, rebate, allowance or incentive from any supplier, the successful bidder must disclose and return to the Miami-Dade County School District the full amount of the discount, rebate or applicable credit that is received, based on the purchases made on behalf of MDCPS. All discounts, rebates allowances and incentives must be returned to the MDCPS district during a mutually agreed upon timeframe that is beneficial to Miami-Dade Schools District.

9. BID ITEM SPECIFICATIONS/EQUAL PRODUCT: A product to be considered must have complete Nutrition facts label and CN label (if applicable) submitted with the bid in order to assist in the gathering of nutrient information for all items. The District shall be the sole judge concerning the merits of bid(s) submitted. Bidder shall indicate on the bid form the manufacturer's name and number and shall indicate ANY deviation from the specifications as listed.

A. Materials and Enrichment: Baked goods shall be fresh, made from the best quality wheat flour; other ingredients as vegetable shortening, sugar, yeast, salt, etc., must be pure and of good quality. Loaves or rolls well risen (or satisfactory volume); fine, even grain, well baked, excellent flavor, crust firm and of uniform color. All bread flour shall be enriched in accordance with the recommendations of the Food and Nutrition Board of the National Research Council.

B. Weight: Loaves will be a minimum of 24 ounces as indicated. Hamburger buns will be packed weighing a minimum of 16 ounces excluding wrappers or as indicated.

C. Nutritional Analysis: A complete, legible and accurate nutritional analysis and ingredients statement must be submitted with the offer for each individual item, including all flavors and/or varieties. This information shall be submitted with your bid package.

Nutrition Information Requirements include:

1. Nutrition facts label: Serving Size, including the 'base' weight, Total Calories, Total Fat, Saturated Fat, Cholesterol, Sodium, Carbohydrate, Dietary Fiber, Protein, Calcium, Iron, Vitamin A, Vitamin C
2. Ingredient Information List
3. CN Label, if applicable

D. Ingredients: M-DCPS will not award items that contain any of the ingredients listed below.

1. Mono-Sodium Glutamate-MSG
2. High Fructose Corn Syrup, HFCS
3. Trans fatty acids/Partially Hydrogenated Oil
4. Red Dye #40
5. Yellow Dye # 5

SPECIAL CONDITIONS CONTINUED

E. Package Labeling: All bread shall be wrapped in clean and sanitary wrappers and sealed to ensure freshness. Each delivery must be packed in packaging which is standard in the industry. Each package must be clearly marked with the following information:

1. Name of the product contained in the package (common name)
2. Size of the item
3. Nutrition Facts Label, and Ingredient Information List of the product contained in the package
4. Name, address and inspection legend of the vendor
5. Manufacture/production date (pack date)
6. Manufacture lot or production number
7. Net weight of contents
8. USDA inspection for wholesomeness denoted on the label
9. Case count
10. Child nutrition label, if required
11. A "Sell by Date"

F. Code Dates: Successful vendor shall code all products with an acceptable form of coding to ensure freshness. Vendor must supply the Department of Food and Nutrition with the type of code used along with an explanation to denote the meaning of each code prior to bid award.

G. 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. ALL BIDDERS MUST COMPLY WITH CONDITIONS STATED IN THE UNITED STATES CODE OF FEDERAL REGULATIONS (CFR), TITLE 7, PART 250.23.

H. 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.

I. Delivery Trays: Trays on which bread and rolls are stacked and delivered must be clean and in sanitary conditions at all times. They are to be removed from schools on a daily basis when empty. The trays shall be washed and sanitized by the vendor before reuse. Delivery trays left in schools for excessive periods of time will be discarded without prior notice to the bakery. Bread racks must be furnished for each location to store individual racks of product.

BID	BUYER	PAGE
045-PP03	Vanessa Flores	SC 5
TITLE		
BREAD AND BREAD PRODUCTS		

SPECIAL CONDITIONS CONTINUED

10. GRADING AND INSPECTION: The following conditions apply with respect to all bid items awarded:
    A. All products shall be processed under the supervision of USDA continuous inspection program service.
    B. All grading and stamping must be completed at the product processing plant and copies of certificates forwarded to the Department of Food and Nutrition.
    C. It shall be the responsibility of the successful vendor to supply a copy of the appropriate specification of the School Board of Miami-Dade County, Florida to the USDA inspector/grader.
    D. Any spoilage or shortages of unprocessed or end product while at the processing plant is the responsibility of the processor, and must be replaced with product of equal or better quality.
    E. Successful vendor must provide the Department of Food and Nutrition with a copy of the USDA performance report on a monthly basis to document spoilage or shortage of product.
    F. Vendor must provide the Department of Food and Nutrition with receipt of raw product documentation.

11. 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. Unauthorized substitutions and deliveries shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

12. PURCHASE OF ADDITIONAL ITEMS: M-DCPS Department of Food and Nutrition reserves the authority to add or delete items based on student preference, survey of acceptability and item profitability. Additional products within the bread product line may be added during the term of the contract upon completion of successful price negotiations between the School District of Miami-Dade County and the awarded vendor. This includes new/improved products, additional flavors, different size capacities and different packaging. Price shall be defined as "all costs including freight and inside delivery" and placed in the designated areas at the individual school sites.

13. SAMPLES: Bidder(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. 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: Food and Menu Management
7042 West Flagler Street
Miami, Florida 33144
Telephone: (786) 275 – 0400

SPECIAL CONDITIONS CONTINUED

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. Any formulas, letters or other communication shall be attached to the bid for inclusion as part of the vendor's bid. Samples shall be delivered at no cost to the School Board. Failure to deliver samples as required may be cause for rejections of bid(s).

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 please visit: http://nutrition.dadeschools.net/foodscreening.html Samples will be returned only upon written request from bidder.

14. PRODUCT RECALL: In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent and the Department of Food and Nutrition representative within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

15. 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.

SPECIAL CONDITIONS CONTINUED

16. DELIVERY: All deliveries and installation will be made to various schools and departments as indicated on each purchase order. Deliveries will not be made to any one centralized location as the items on bid will not be warehoused. Prices shall include all charges for packing, handling, freight, fuel, distribution, and inside delivery. All vendors must offer inside delivery (F.O.B. destination), to location in cafeteria provided by Food and Nutrition, which shall be completed within thirty (30) days after receipt of an authorized and signed Purchase Order or as per the requirements of the purchase order. Deliveries will be made to the address as specified on each purchase order, or as otherwise specified by the Department of Food and Nutrition. It shall be the responsibility of the successful bidders to include inside delivery, and to ensure satisfactory operation and/or condition of each and every product delivered on this bid. All orders placed prior to the expiration of the bid and accepted by the successful vendor(s) will be invoiced at the bid unit price(s) although deliveries may be made after the expiration of the contract.

A. Successful bidder(s) must have items available for delivery of this bid by date of award or as scheduled by M-DCPS Procurement Management Services and the Department of Food and Nutrition. Delivery equipment must be clean and sanitary.

B. 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 or all 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. Acceptance of orders from any location not approved, will be considered an unauthorized purchase, and may result in non-approval of invoice payment by the Department of Food and Nutrition.

C. 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, once that location is approved for ordering. Orders and/or deliveries will be set up and placed between each individual school food service manager and approved vendor(s). Late deliveries may be refused.

D. Fresh product must be delivered daily one (1) hour prior to the established serving time set by each approved site (between the hours of 6:30 am and 12:00 pm [noon]), unless otherwise directed by the Department of Food and Nutrition or the school location.

E. Delivery MUST BE RECEIVED AND SIGNED FOR by authorized food service personnel. Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. Deliveries left outside of the cafeteria will not be accepted.

SPECIAL CONDITIONS CONTINUED

F. Awarded vendors must credit M-DCPS the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival any designated M-DCPS facility.

G. Orders will be placed through each food service manager at each school cafeteria. Late deliveries may be refused.

H. 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.

I. Deliveries in excess of authorized purchased amount will be unauthorized, and may not be approved for payment.

J. ALL fresh delivered products are to be delivered fresh daily to each designated school location. Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. Delivery Temperatures must be followed for the following items: Fresh delivered products are to be delivered at a temperature no greater than 90 degrees Fahrenheit.

K. 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.

L. 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.

17. SUBCONTRACTING: The awarded vendor(s) may NOT subcontract any portion of this bid.

SPECIAL CONDITIONS CONTINUED

18. EXEMPTIONS FROM THIS BID: M-DCPS reserves the right to procure items described herein through the use of other M-DCPS bids, 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. M-DCPS reserves the right to bid or quote separately any item(s) if the vendor(s) fails to perform or for any other reason if deemed to be in the best interest of the School Board.

19. ELECTRONIC CAPABILITIES: Successful bidder shall have the ability to receive the placement of orders electronically, as well as have a method of interfacing with M-DCPS's SAP system for uploading of orders and invoicing. An e-mail is not an acceptable form of electronic ordering.

20. ACCOUNTS PAYABLE INFORMATION: 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.

21. 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: Food and Menu Management. This usage report shall be submitted by the tenth (10TH) day of the following month.

22. 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 or dollar value that will be used during the contract period. M-DCPS is not obligated to place an order(s) with vendors participating on this bid. Order placement will be based on the needs and interest of M-DCPS.

23. PROCESSING COMMODITY CONTRACS/REBATES: In the event the United States Department of Agriculture donated commodity items or school rebates are available, the board reserves the right to participate in a commodity processing contract/rebate program. All rebate proceeds shall accrue to the School board Department of Food and Nutrition.

24. CHILD NUTRITION (CN) LABELS: Vendors are required to submit a nutrition facts label and CN label, if applicable, to determine and/or assure that products meet the district's Wellness Policy's Healthy Beverage and Food Guidelines. Items requiring a Child Nutrition (CN) label number must have The United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) final approval and assignment of CN label number. Items that have not received (FNS) final approval will not be considered for an award. On Bid Proposal Form *(Format B)*, vendor must provide a (CN) label number when required for each product being bid. Bidder(s) must provide Miami-Dade County Public Schools with a copy of (CN) labels for product(s) bid with the bid when submitted.

SPECIAL CONDITIONS CONTINUED

25. 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 AD – 1048 (1/92) 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.

26. HEALTH INSPECTION, SAFETY AND SANITATION: 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 and/or Department of Business and Professional Regulation. A satisfactory inspection report contains no "critical violations" with regards to food sanitation and safety. 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. Vendors shall have a system in place that provides for quality control and the delivery of product at consistent and specified quality levels. Vendors shall also have in place a system for safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation.

27. 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.

28. 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.

29. VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.

SPECIAL CONDITIONS CONTINUED

30. BIDDERS RESPONSIBILITY: Each bidder(s) shall carefully examine the Instructions To Bidders, Specifications, Special Conditions as listed, and the list of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the bid details and the number and wide spread locations of schools.

31. BID ADDENDUMS OR QUESTIONS AND ANSWERS: All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: http://procurement.dadeschools.net/ *(THEN CLICK ON THE BLUE BAR) Good & Services Bids and Contracts (THEN CLICK ON THE YELLOW BAR) New Bids and RFP's.*

32. CONE OF SILENCE: A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested, in writing, by FAX or E-mail to:

Vanessa Flores, Buyer
Procurement Management Services
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 352
Miami, Florida 33132
Fax #305-523-2331
E-Mail: vyflores@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

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID SHALL BE ONE BUSINESS WEEK (5 WORKING DAYS) PRIOR TO THE BID OPENING DATE.

All questions regarding this solicitation must be faxed or e-mailed Ms. Vanessa Flores, Buyer, M-DCPS Procurement Management Services at Fax number: (305) 523-2331 or via e-mail at vyflores@dadeschools.net

ATTACHMENT FS for
BID 045-PP03 BREAD AND BREAD PRODUCTS
MIAMI-DADE COUNTY PUBLIC SCHOOLS

FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, INVOICES AND STATEMENTS:
MIAMI-DADE COUNTY SCHOOL CAFETERIAS ARE OPERATED UNDER A CENTRAL SYSTEM. THEREFORE, INVOICES FOR THE PURCHASES OF FOOD AND SUPPLIES BY THE CAFETERIAS ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT.

TO FACILITATE THE HANDLING OF THESE INVOICES, IT IS REQUIRED THAT ALL VENDORS TO ADHERE TO THE FOLLOWING INSTRUCTIONS:

1. THE ORIGINAL PURCHASE ORDER NUMBER AND THE WORK LOCATION FOR EACH SCHOOL MUST BE LISTED ON EACH INVOICE.

THE SUCCESSFUL VENDOR WILL RECEIVE A LIST OF THE CENTRALIZED CAFETERIAS WITH CODE NUMBERS. (THIS LIST MAY BE REVISED AS CHANGES OF BASES AND SATELLITES OCCUR).

2. ALL ITEMS ON DELIVERY TICKETS MUST BE BILLED ACCORDING TO DESCRIPTION OF ITEM QUOTED ON BID.

UNIT PRICES FOR ALL ITEMS SHALL BE RECORDED AND ACCURATELY EXTENDED.

3. VENDOR MUST ISSUE ONE (1) COPY OF TICKET AND CREDIT MEMO AND COPY MUST BE SIGNED AND LEFT WITH THE CAFETERIA MANAGER AT TIME OF DELIVERY.

(A) THE VENDOR SHALL SUBMIT ON A WEEKLY BASIS DIRECTLY TO THE ACCOUNTS PAYABLE DEPARTMENT A SPREADSHEET LISTING THE PURCHASE ORDER NUMBER, EACH INVOICE NUMBER, INVOICE DATE, DOLLAR AMOUNT AND THE LOCATION NUMBER FOR THE CAFETERIA. THE INVOICE AMOUNT IS TO REFLECT ANY ADJUSTMENTS MADE BY THE CAFETERIA MANAGER AND THE VENDOR AND SHOULD BE SUBMITTED TO THE FOLLOWING E-MAIL ADDRESS: MDCPSVENDORSTATEMENTS@DADESCHOOLS.NET

4. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY DRIVER ON THE INVOICE THAT IS TO REMAIN AT THE SCHOOL SITE.

(A) VENDOR SHOULD OBTAIN THE MANAGERS SIGNATURE ON THEIR COPY FOR THEIR RECORDS.

(B) THE VENDOR SHALL SUBMIT ON A WEEKLY BASIS VIA E-MAIL A SPREADSHEET LISTING THE PURCHASE ORDER NUMBER, EACH INVOICE NUMBER, INVOICE DATE, DOLLAR AMOUNT AND THE LOCATION NUMBER FOR THE CAFETERIA. THE INVOICE AMOUNT IS TO REFLECT ANY ADJUSTMENTS MADE BY THE CAFETERIA MANAGER AND THE VENDOR. THE E-MAIL ADDRESS TO SEND THE SPREADHSEET TO IS:

MDCPSVENDORSTATEMENTS@DADESCHOOLS.NET

THE VENDOR IS REQUIRED TO MAINTAIN A COPY OF EACH TICKET (INVOICE) TO BE MADE AVAILABLE TO THE ACCOUNTS PAYABLE DEPARTMENT UPON REQUEST.

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

DO NOT MAIL STATEMENT TO INDIVIDUAL SCHOOL CAFETERIAS

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

MAIL ALL STATEMENTS TO:

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

5. PAYMENT FOR GOODS AND SERVICES UNDER THIS BID IS 30 DAYS FROM RECEIPT OF INVOICE. VENDORS MAY INVOKE FLORIDA STATE STATUE 218.70 AND 218.74, PROVIDED PAYMENT HAS NOT BEEN MADE ON A TIMELY BASIS.

6. PREFERRED METHOD – CAPABLE OF TRANSMITTING ALL TRANSACTIONS ELECTRONICALLY VIA FILE TRANSFER PROTOCOL (FTP). TRANSACTIONS TRANSMITTED SHOULD CONSIST OF ORDERS AND ORDER DETAILS, INVOICES AND INVOICE DETAILS, RECEIPT CONFIRMATION AND RECEIPT CONFIRMATION DETAILS.

7. M-DCPS' SYSTEM OF TRANSACTIONS IS SAP AND VENDOR(S) SHOULD HAVE THE ABILITY TO AND/OR ARE WILLING TO RECEIVE ORDERS AND SEND INVOICES ELECTRONICALLY INTERFACED WITH THE M-DCPS SAP SYSTEM. FURTHER INFORMATION AND INSTRUCTIONS WILL BE PROVIDED UPON AWARD OF BID.

List of Miami-Dade County Public Schools

If bidder wishes to obtain the school address or other school information please visit the M-DCPS website at www.dadeschools.net. Miami-Dade County Public Schools reserves the right to add or remove schools as necessary.

1 Ada Merritt K 8 Center
2 Air Base Elementary School
3 Allapattah Middle School
4 Alonzo and Tracy Mourning Senior High Biscayne Bay
5 American Senior High School
6 Andover Middle School
7 Arcola Lake Elementary School
8 Arvida Middle School
9 Auburndale Elementary PLC - H1
10 Auburndale Elementary School
11 Aventura Waterways K-8
12 Avocado Elementary School
13 Banyan Elementary
14 Barbara Goleman Senior High School
15 Barbara Hawkins Elementary School
16 Bel Aire Elementary School
17 Ben Sheppard Elem PLC - V
18 Ben Sheppard Elementary School
19 Benjamin Franklin Elementary School
20 Bent Tree Elementary School
21 Biscayne Elementary School
22 Biscayne Gardens Elementary School
23 Blue Lakes Elementary School
24 Bob Graham Education Center
25 Bob Graham Education PLC - H
26 Bob Graham MLC
27 Booker T Washington Senior High School
28 Brentwood Elementary PLC
29 Brentwood Elementary School
30 Broadmoor Elementary School
31 Brownsville Middle School
32 Bunche Park Elementary School
33 Calusa Elementary School
34 Campbell Drive Elementary School
35 Campbell Drive Middle School
36 Caribbean Elementary School
37 Carol City Elementary School
38 Carol City Middle School
39 Carrie P Meek Westview Elementary School
40 Centennial Middle School
41 Charles David Wyche Jr Elementary School
42 Charles R Drew Elementary
43 Charles R Drew Middle School
44 Charles R Hadley Elementary School
45 Charles R Hadley PLC
46 Christina M Eve Elementary
47 Citrus Grove Elementary School
48 Citrus Grove Middle School
49 Claude Pepper Elementary School
50 Coconut Grove Elementary School
51 Coconut Palm K-8
52 Colonial Drive Elementary School
53 Comstock Elementary School
54 Cope Center N Alternative Education
55 Coral Gables Elementary School
56 Coral Gables Senior High School
57 Coral Gables Senior High School-Annex
58 Coral Park Elementary
59 Coral Reef Elementary
60 Coral Reef Senior High
61 Coral Terrace Elementary School
62 Coral Way K 8 Center-Elementary Side Kitchen
63 Coral Way K-8 Center-Middle Side Kitchen
64 Corporate Academy North
65 Country Club Middle School
66 Crestview Elementary School
67 Cutler Ridge Elementary School
68 Cutler Ridge Middle School
69 Cypress Elementary School
70 Dante B Fascell Elementary School
71 David Fairchild Elementary School
72 David Lawrence Jr K8 Center
73 Design and Architecture Senior High School
74 Devon Aire K-8 Center
75 Doral Middle School
76 Dorothy M Wallace Cope Center South
77 Dr Bowman Foster Ashe Elementary School
78 Dr Bowman Foster Ashe PLC - N
79 Dr Carlos J Finlay Elementary School
80 Dr Edward L Whigham Elementary School
81 Dr Edward L Whigham PLC E
82 Dr Gilbert L Porter Elementary PLC - Q
83 Dr Gilbert L Porter Elementary School
84 Dr Henry W Mack/West Little River Elementary
85 Dr Michael Krop HS Annex (formally High/Oaks Middle W)
86 Dr Michael M Krop Senior High School
87 Dr Robert B Ingram Elementary School
88 Dr Rolando Espinosa K-8 Center
89 Dr William A Chapman Elementary
90 Earlington Heights Elementary School
91 Edison Park Elementary School
92 Emerson Elementary
93 Eneida Massas Hartner Elementary
94 Ernest R Graham Elementary School
95 Ernest R Graham PLC
96 Ethel F Beckford Richmond Elementary School
97 Ethel Koger Beckham Elementary School
98 Eugenia B Thomas K8 Center
99 Eugenia B. Thomas Upper Academy
100 Everglades K-8 Center - Middle School Kitchen
101 Everglades K8 Center-Elementary Side Kitchen
102 EWF Stirrup Elementary School

List of Miami-Dade County Public Schools

If bidder wishes to obtain the school address or other school information please visit the M-DCPS website at www.dadeschools.net. Miami-Dade County Public Schools reserves the right to add or remove schools as necessary.

103 Fairlawn Elementary School
104 Felix Verela Senior High School
105 Fienberg Fisher K 8 Center
106 Flagami Elementary School
107 Flamingo Elementary School
108 Florida City Elementary School
109 Frances S Tucker Elementary School
110 Frank C Martin K 8 Center
111 Frederick Douglass Elementary
112 Fulford Elementary School
113 G Holmes Braddock Senior High School
114 Gateway Environmental K-8 Learning Center
115 George Washington Carver Elementary School
116 George Washington Carver Middle School
117 Gertrude K Edelman Sabal Palm Elementary School
118 Glades Middle School
119 Gloria Floyd Elementary School
120 Golden Glades Elementary School
121 Goulds Elementary School
122 Gratigny Elementary School
123 Greenglade Elementary School
124 Greynolds Park Elementary School
125 Greynolds Park PLC C
126 Gulfstream Elementary School
127 Hammocks Middle School
128 Henry E S Reeves Elementary School
129 Henry H Filer Middle School
130 Henry M Flagler Elementary School
131 Henry S W Laboratory School
132 Herbert A Ammons Middle School
133 Hialeah Elementary School
134 Hialeah Gardens Elementary PLC - B
135 Hialeah Gardens Elementary School
136 Hialeah Gardens Middle
137 Hialeah Gardens Senior High
138 Hialeah Miami Lakes Senior High School
139 Hialeah Middle School/Amelia Earhart ES
140 Hialeah Senior High School - Main Kitchen
141 Hialeah Senior High School-Kitchen B
142 Hibiscus Elementary School
143 Highland Oaks Middle School East
144 Holmes Elementary School
145 Homestead Middle School
146 Homestead Senior High School
147 Horace Mann Middle School
148 Howard A Doolin Middle School
149 Howard D McMillan Middle School
150 Howard Drive Elementary
151 Hubert O Sibley Elementary School
152 Irving and Beatrice Peskoe Elementary School
153 Jack D Gordon Elementary School
154 Jack D Gordon Manatee Plc
155 Jack D Gordon Panthers PLC S
156 James H Bright Elementary School
157 Jan Mann Opportunity Education
158 Jane Roberts ECC 3
159 Jane S Roberts K8 Center-Elementary Side Kitchen
160 Jane S Roberts K-8 Center-Middle Side Kitchen
161 Jesse McCrary Elementary (formerly Little River Elem)
162 Joe Hall Elementary School
163 Joella C Good Elementary School
164 John A Ferguson Senior High School
165 John F Kennedy Middle School
166 John G Dupuis Elementary School
167 John I Smith Elementary PLC A1
168 John I Smith Elementary School
169 Jorge Mas Canosa Middle
170 Jose De Diego Middle School
171 Jose Marti Middle School
172 JRE Lee Educational Center
173 JW Johnson Elementary School
174 Kelsey L Pharr Elementary School
175 Kendale Elementary School
176 Kendale Lakes Elementary School
177 Kensington Park Elementary School
178 Kensington Park PLC D
179 Kenwood K-8 Center
180 Kenwood MLC (Annex)
181 Key Biscayne K-8 Center
182 Key Biscayne Middle School
183 Kinloch Park Elementary School
184 Kinloch Park Middle School
185 Lake Stevens Elementary School
186 Lake Stevens Middle School
187 Lakeview Elementary School
188 Lamar Louise Curry Middle School
189 Law Enforcement Officers Memorial High
190 Lawton Chiles MS
191 Leewood K-8 (Primary School)
192 Leisure City K-8 Center - Elementary Side Kitchen
193 Leisure City K8 Center-Middle Side Kitchen
194 Lenora Braynon Smith Elementary School
195 Liberty City Elementary School
196 Lillie C Evans Elementary School
197 Linda Lentin K 8 Center
198 Linda Lentin MLC
199 Lorah Park Elementary School
200 Ludlam Elementary School
201 MA Milam K-8 Center - Middle Side Kitchen
202 MA Milam K-8 Center Elementary Side Kitchen
203 Madie Ives Community Elementary School
204 Madie Ives Elementary PLC M

List of Miami-Dade County Public Schools

If bidder wishes to obtain the school address or other school information please visit the M-DCPS website at www.dadeschools.net. Miami-Dade County Public Schools reserves the right to add or remove schools as necessary.

205 Madison Middle School
206 Mae M Walters Elementary School
207 Mandarin Lakes K-8
208 Manuel Barreiro Elementary
209 Marjory Stoneman Douglas ECC
210 Marjory Stoneman Douglas Elementary School
211 Marjory Stoneman Douglas PLC-F
212 Martin Luther King Elementary School
213 Mast Academy/Maritime & Science Tech HS
214 Mater Academy West
215 Maya Angelou Elementary School
216 Mays Middle School
217 Meadowlane Elementary School
218 Melrose Elementary School
219 Merrick Educational Center
220 Miami Beach Senior High School
221 Miami Carol City Senior High (new July 2010)
222 Miami Central Senior High School
223 Miami Coral Park Annex
224 Miami Coral Park Senior High
225 Miami Dade Test Kitchen
226 Miami Douglas MacArthur Senior High North
227 Miami Douglas MacArthur South (moved to Naranja ES)
228 Miami Edison Middle School
229 Miami Edison Senior High School
230 Miami Gardens Elementary School
231 Miami Heights Annex
232 Miami Heights Elementary School
233 Miami Jackson Senior High School
234 Miami Killian Senior High School
235 Miami Killian SR High School Annex
236 Miami Lakes Elementary PLC - L
237 Miami Lakes K-8 Center
238 Miami Lakes Middle School
239 Miami Lakes Technological SH (aka Miami Lakes Ed Center)
240 Miami Norland Senior High School
241 Miami Northwestern Senior High School
242 Miami Palmetto Senior High
243 Miami Park Elementary School
244 Miami Senior High School
245 Miami Shores Elementary School
246 Miami Southridge Senior High School
247 Miami Springs Elementary School
248 Miami Springs Middle
249 Miami Springs Senior High School
250 Miami Sunset Senior High School
251 Morningside Elementary School
252 Myrtle Grove Elementary School
253 Nathan B Young Elementary School
254 Natural Bridge Elementary School
255 Nautilus Middle School
256 Neva King Cooper Education
257 Norland Elementary School
258 Norland Middle School
259 Norma Butler Bossard Elementary
260 North Beach Elementary School
261 North County Elementary School
262 North Dade Middle(old Miami Carol City Senior High)
263 North Glade Elementary School
264 North Hialeah Elementary School
265 North Miami Beach Senior High School
266 North Miami Elementary School
267 North Miami Middle/Arch Creek Elementary
268 North Miami Senior High School
269 North Twin Lakes Elementary School
270 Norwood Elementary School
271 Oak Grove Elementary School
272 Ojus Elementary School
273 Olinda Elementary School
274 Oliver Hoover Elementary PLC U
275 Oliver Hoover Elementary School
276 Olympia Heights Elementary School
277 Orchard Villa Elementary School
278 Palm Lakes Elementary School
279 Palm Springs Elementary School
280 Palm Springs Middle
281 Palm Springs North Elementary School
282 Palm Springs North PLC
283 Palmetto Elementary School
284 Palmetto Middle School
285 Parkview Elementary School
286 Parkway Elementary School
287 Parkway Middle School
288 Paul Laurence Dunbar Elementary School
289 Paul W Bell Middle School
290 Perrine Elementary School
291 Phillis Wheatley Elementary School
292 Phyllis Ruth Miller Elementary School
293 Pine Lake Elementary School
294 Pine Villa Elementary School
295 Pinecrest Elementary School
296 Pinecrest Preparatory Academy Charter
297 Poinciana Park Elementary School
298 Ponce De Leon Middle School
299 Rainbow Park Elementary School
300 Redland Elementary School
301 Redland Middle School
302 Redondo Elementary School
303 Richmond Heights Middle
304 Riverside Elementary School
305 Riviera Middle School
306 Robert Morgan Educational Center

List of Miami-Dade County Public Schools

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307 Robert Renick Education Center
308 Robert Russa Moton Elementary School
309 Rockway Elementary School
310 Rockway Middle School
311 Ronald W Regan Doral Senior High School
312 Royal Green Elementary School
313 Royal Palm Elementary
314 Ruben Dario Middle
315 Ruth K Broad/Bay Harbor - Kitchen B
316 Ruth K Broad/Bay Harbor-Kitchen A
317 Ruth Owens Kruse Education
318 Santa Clara Elementary School
319 Scott Lake Elementary School
320 Seminole Elementary School
321 Shadowlawn Elementary School
322 Shenandoah Elementary School
323 Shenandoah Middle School - A Kitchen
324 Shenandoah Middle School - B Kitchen
325 Silver Bluff Elementary School
326 Skyway Elementary School
327 Snapper Creek Elementary School
328 South Dade Middle School
329 South Dade Senior High School
330 South Hialeah Elementary School
331 South Miami Heights Elementary School
332 South Miami K-8 Center
333 South Miami K-8 Ctr. Kitchen B
334 South Miami Middle School
335 South Miami Senior High School-1 A Kitchen
336 South Miami Senior High School-1 B Kitchen
337 South Pointe Elementary School
338 Southside Elementary School
339 Southwest Miami Sr High School
340 Southwest Miami SR High-Annex
341 Southwood Middle School
342 Southwood Middle-Annex
343 Spanish Lake Elementary School & ECC1
344 Springview Elementary School
345 Sunny Isles Beach Comm K-8
346 Sunset Elementary School
347 Sunset Park Elementary School
348 Sweetwater Elementary School
349 Sylvania Heights Elementary School
350 Terra Environmental Research Institute
351 The 500 Role Models Academy of Excellence
352 Thena C Crowder Elementary School
353 Thomas Jefferson Middle School
354 Toussaint L 'Ouverture Elementary School
355 Treasure Island Elementary School
356 Tropical Elementary School
357 Twin Lakes Elementary School
358 Van E Blanton Elementary School
359 Village Green Elementary School
360 Vineland Elementary School
361 Virginia A Boone Highland Oaks Elementary School
362 W R Thomas Middle School
363 Wesley Matthews Elementary School
364 West Hialeah Gardens Elementary
365 West Homestead Elementary School
366 West Miami Middle School
367 Westland Hialeah Senior High School
368 Westview Middle School
369 Whispering Pines Elementary
370 William H Turner Technical Arts High School
371 William Lehman Elementary
372 Winston Park K-8 Center
373 WJ Bryan Elementary PLC - K
374 WJ Bryan Elementary School
375 Young Men Academy Charter
376 Young Womens Prepatory Academy
377 Zelda Glazer Middle School
378 Zora Neale Hurston Elementary School

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL HIGHLIGHTED AREAS

Bid # 045-PP03 Bread and Bread Products

Buyer: Vanessa Flores

NAME OF BIDDER:

This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified herein. An award may be made to a Primary and Alternate vendor (where applicable) offering the lowest responsive and responsible bid for each item, grouping of items, or section as listed on the Format B (Bid Proposal Form.) Bid prices will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity. (2) The total bid price for all items for these specifications in an "All or None" bid, and (3) item may be grouped in an "all or none" bid for a particular group of items, while other items are bid per item. The School Board reserves the right to award bid on either of these three (3) bid prices. A blank entry on any line item on the Format B will be considered as a "No Bid" response for that particular line item. An award will be made to the two (2) lowest responsive and responsible vendors (Primary and Alternate) meeting specifications. The primary awardee will be contacted for all orders. If the primary awardee fails to perform under the terms and conditions of the contract, the Alternate awardees will be contacted.

Item	Description	Estimated Quantity - 2 years	Unit	Manufacturer and Brand	Net Ind. Weight	Type of Packaging	Unit Price
	GROUP 1: FRESH BREAD/ROLLS						
1	**PULLMAN LOAF, WHOLE WHEAT:** Enriched, whole wheat, regular sliced, 0.90 oz./26 grams each, 22-25 usable slices, cost must be based upon usable slices per loaf, end slices are not included, no artificial trans fats, no high fructose corn syrup, minimum of 2 grams fiber, 125 mg sodium maximum, peanut free product, allergens to be specified.	1,600,000	Each Loaf				$_____
2	**PULLMAN LOAF, WHOLE GRAIN:** Enriched whole grains, including whole wheat flour, made with 51% whole wheat flour/whole grain flour, regular sliced, 0.9 - 1 oz per slice, 27-29 usable slices per loaf, cost must be based upon usable slices per loaf, end slices are not included, no artificial trans fats, no high fructose corn syrup, minimum of 1 gram fiber, 150 mg sodium maximum per slice, peanut free product, allergens to be specified.	68,200	Each Loaf				$_____
3	**PULLMAN LOAF, WHITE WHEAT:** 100% whole wheat flour made with 51% whole grain flour, regular sliced, 0.90 oz./26 grams each, 22-25 usable slices, cost must be based upon usable slices per loaf, end slices are not included. No artificial trans fats, no high fructose corn syrup, minimum of 1 gram fiber, 150 mg sodium maximum per slice, peanut free product, allergens to be specified.	100,000	Each Loaf				$_____
4	**DINNER/PAN ROLL, WHOLE WHEAT:** 100% whole wheat enriched flour (dinner/cluster - style roll) approximately 24 per pan, 1 to 1.5 oz. equal to 1 bread/grain serving, minimum 1 gram fiber, no artificial trans fat, no high fructose corn syrup, peanut free product.	821,800	Each Pan of 24				$_____
5	**DINNER/PAN ROLL, WHITE WHEAT:** 100% whole wheat flour made with 51% whole grain flour (dinner/cluster - style roll) approximately 24 per pan, 1 to 1.5 oz. equal to 1 bread/grain serving, minimum 1 gram fiber, no artificial trans fat, no high fructose corn syrup, peanut free product.	140,000	Each Pan of 24				$_____
6	**HAMBURGER BUNS, WHOLE WHEAT:** Enriched, 100% whole wheat, 1.9 oz./53 grams each, partially sliced, one dozen per pack, no artificial trans fats, no high fructose corn syrup, minimum of 2 grams fiber, 200 mg sodium maximum, peanut free product.	901,450	Each Package of 8				$_____
7	**HAMBURGER BUNS, WHITE WHEAT:** White wheat 100% whole wheat flour made with 51% whole wheat flour/whole grain flour, 1.9 oz./53 grams each, partially sliced, one dozen per pack, no artificial trans fats, no high fructose corn syrup, minimum of 2 grams fiber, 200 mg sodium maximum, peanut free product.	130,000	Each Package of 8				$_____

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL HIGHLIGHTED AREAS

Bid # 045-PP03 Bread and Bread Products

Buyer: Vanessa Flores

NAME OF BIDDER:

This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified herein. An award may be made to a Primary and Alternate vendor (where applicable) offering the lowest responsive and responsible bid for each item, grouping of items, or section as listed on the Format B (Bid Proposal Form.) Bid prices will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity. (2) The total bid price for all items for these specifications in an "All or None" bid, and (3) item may be grouped in an "all or none" bid for a particular group of items, while other items are bid per item. The School Board reserves the right to award bid on either of these three (3) bid prices. A blank entry on any line item on the Format B will be considered as a "No Bid" response for that particular line item. An award will be made to the two (2) lowest responsive and responsible vendors (Primary and Alternate) meeting specifications. The primary awardee will be contacted for all orders. If the primary awardee fails to perform under the terms and conditions of the contract, the Alternate awardees will be contacted.

Item	Description	Estimated Quantity - 2 years	Unit	Manufacturer and Brand	Net Ind. Weight	Type of Packaging	Unit Price
8	**HOAGIE/STEAK-STYLE SUB BUN, WHOLE WHEAT, 6 INCH:** Enriched, 100% whole wheat flour, 6 buns per package, 2.7 oz, partially sliced, no artificial trans fats, no high fructose corn syrup, 2 grams fiber minimum, peanut free product.	48,400	Each Package of 6				$_____
9	**HOAGIE/STEAK-STYLE SUB BUN, WHITE WHEAT, 6 INCH:** 100% whole wheat flour made with 51% whole grain flour, 6 buns per package, 2.7 oz, partially sliced, no artificial trans fats, no high fructose corn syrup, 2 grams fiber minimum, peanut free product.	30,000	Each Package of 6				$_____
10	**SLIDER ROLL, WHOLE WHEAT:** Whole wheat 1 oz./28 grams, must meet USDA bread/bread alternate serving, made with 100% whole wheat flour, PARTIALLY SLICED, minimum 2 grams protein and 2 grams fiber, 125 mg sodium maximum, partially sliced, 12 rolls per package, no artificial trans fat, no high fructose corn syrup, peanut free product.	242,250	Each Package of 12				$_____
11	**SLIDER ROLL, WHITE WHEAT:** 100% whole wheat flour made with 51% whole grain flour, 1 oz./28 grams, must meet USDA bread/bread alternate serving, made with 100% whole wheat flour, PARTIALLY SLICED, minimum 2 grams protein and 2 grams fiber, 125 mg sodium maximum, partially sliced, 12 rolls per package, no artificial trans fat, no high fructose corn syrup, peanut free product.	100,000	Each Package of 12				$_____
	GROUP 2: SPECIALTY BREADS/ROLLS						
12	**CUBAN BREAD, WHOLE WHEAT AND/OR WHOLE GRAIN:** Enriched whole wheat and/or whole grain, regular sliced, 8 oz. loaf, medium size, 24 count per package, no artificial trans fats, no high fructose corn syrup, peanut free product.	22,250	Each Package of 24				$_____
13	**CUBAN BREAD, WHITE WHEAT:** 100% whole wheat flour made with 51% whole grain flour, regular sliced, 8 oz. loaf, medium size, 24 count per package, no artificial trans fats, no high fructose corn syrup, peanut free product.	10,000	Each Package of 24				$_____
14	**PITA BREAD, WHOLE WHEAT:** Approximately 6" diameter, whole wheat, 6-12 units per package, 0.9 oz to 1.9 oz, no artificial trans fats, no high fructose corn syrup, peanut free product, allergens to be specified.	36,200	Each Package of 24				$_____
15	**PITA BREAD, WHITE WHEAT:** 100% whole wheat flour made with 51% whole grain flour**,**Approximately 6" diameter, whole wheat, 6-12 units per package, 0.9 oz to 1.9 oz, no artificial trans fats, no high fructose corn syrup, peanut free product, allergens to be specified.	14,000	Each Package of 24				$_____