

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

1450 Northeast Second Avenue
Miami, Florida 33132



COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

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

BUYER NAMED:
PHILLIP FORD

PHONE: (305) 995-2361

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 046-DD03 BID TITLE STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIG. COMMODITIES
BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON JANUARY 13, 2004 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 BIDS MAY NOT BE WITHDRAWN FOR 2004 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO
BIDDERS, para.IV.B.)

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

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

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

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

II. INDEMNIFICATION

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

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

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

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

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____

MAILING ADDRESS : _____

CITY, STATE, ZIP CODE : _____

TELEPHONE NUMBER : _____ FAX # _____

BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

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

I. PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

II. SUBMITTING OF BIDS

A. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

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

1. Use of pencil is prohibited.

2. Do not erase or use correction fluid to correct an error.

3. All changes must be crossed out and initialed in ink.

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

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

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

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

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction

IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

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

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

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

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. 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. All notice of protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

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

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

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

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

E. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times

the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

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

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

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

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

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

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

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

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>

FORM2-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #046-DD03

INDEMNIFICATION

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

INSURANCE

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

1. Commercial General Liability Insurance, endorsed to include Products Completed Operations Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
 2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
 3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.
- "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages.

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

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

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

or

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

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

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

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

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

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 046-DD03	BUYER PHILLIP FORD	PAGE SC 1
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BID TITLE:
STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract at firm unit prices for the purchase of estimated requirements for the items listed. The term of the bid shall be for eighteen (18) months from date of award, and may, by mutual agreement between the School Board of Miami-Dade County, Florida 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. The Board, through Procurement Management Services, may, if considering extending contract, request a letter of intent to extend from the awardee(s) prior to the end of the current contract period. The awardee(s) will be notified of the extension period. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

2. **AWARD:** Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions contained herein. The Board reserves the right to use the next lowest bidder in the event the primary awardee of the bid cannot fulfill their contract. If the above occurs within the withdrawal period defined in the Instructions to Bidders, the secondary vendor must accept award. If the withdrawal period has elapsed and the secondary vendor does not agree to assume the contract at that time, the secondary vendor must immediately submit that decision in writing to the School Board of Miami-Dade County, Florida. Failure to submit the decision in writing, within 5 working days of the request, shall be considered as non-acceptance by the secondary vendor. The secondary vendor's prices must remain the same as originally bid and must remain firm for the duration of the contract.

3. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.

4. **EVALUATION:** A committee representing the Board shall inspect the physical plants and equipment at the vendor(s) operation prior to award recommendations. The committee's evaluation of said facilities and their resultant report will be a considered factor in the award recommendations.

CRITERIA UPON WHICH COMMITTEE EVALUATION SHALL BE MADE FOR STORAGE OF USDA DONATED COMMODITIES:

- A. Local storage facilities; although the vendor's company may not be headquartered within Miami-Dade County, the successful vendor(s) must have storage facilities located within Miami-Dade County, that have the capacity to handle the volume contained in this bid.

- B. Storage capacity, (dry, frozen, and refrigerated). All USDA commodities received for Miami-Dade County Public Schools must not be commingled with any other food items in the storage facility.

- C. Temperature measuring and recording devices in use and operation in each storage area.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 046-DD03	BUYER PHILLIP FORD	PAGE SC 2
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BID TITLE:
STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

SPECIAL CONDITIONS (CONTINUED)

- D. Cleanliness and sanitation of storage areas, equipment, staging and loading areas (docks).
- E. Manner in which merchandise is handled, palletized and stored in all areas.
- F. Evidence of pest control and sanitation procedures. Storage facility must have a documented sanitation program.
- G. Evidence of current federal, state and/or local health inspections by the Department of Agriculture and Consumer Services and/or local health department.
- H. Number of years experience the vendor(s) has in institutional storage services.
- I. Number of personnel to be assigned to the servicing of this contract.
- J. Data processing and record requirements as listed in specifications section of this bid.

The School Board of Miami-Dade County, Florida reserves the right, before awarding the contract, to require bidders to submit such evidence of their qualifications or any licenses applicable to this type of service, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers of the bidder in making the award in the best interest of The School Board of Miami-Dade County, Florida.

CRITERIA UPON WHICH COMMITTEE EVALUATION SHALL BE MADE FOR DELIVERY OF USDA DONATED COMMODITIES:

- A. Number and capacities refrigerated/freezer trucks to be assigned to school deliveries as specified in this bid (minimum of 6 trucks is required).
- B. Condition of all trucks. (Appearance, cleanliness, etc.). All trucks must be in good working order and be D.O.T. certified as required.
- C. Cleanliness and sanitation of staging and loading areas/docks, and personnel.
- D. Number of years experience the vendor has in institutional delivery service (minimum of two years providing a similar type of service).
- E. Capacity of refrigerated/freezer area for interim (holding) storage prior to school deliveries and short-term storage for school sites under renovation. Storage and staging areas must be inspected and certified by the State of Florida Department of Agriculture and Consumer Services. Capacity of approximately 75 pallets required. Bidder must have a refrigerated loading dock.
- F. Data processing capability for billings, deliveries, returns and required reports listed in this bid.
- G. Number of personnel to be assigned to the servicing of this contract.

BID 046-DD03	BUYER PHILLIP FORD	PAGE SC 3
BID TITLE: STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES		

SPECIAL CONDITIONS (CONTINUED)

5. **DEFAULT:** The successful vendor shall inform the purchaser of any problems or delays in fulfilling all requirements listed in this bid. The School Board shall consider negative results of USDA audit review, improper storage procedures or not meeting data processing and required reports on a timely basis to be a default of contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined in the Instructions To Bidders, Section V. G.
6. **INSURANCE REQUIREMENTS:** Successful vendor(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 vendor(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 vendor(s) not being recommended for the bid award.
7. **SUB-CONTRACTING:** If a vendor intends to subcontract any portion of this bid, the name and address of the subcontracting firm must be submitted with their bid for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from Procurement Management Services.

The Board reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The Board reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this invitation to Bid.

8. **QUESTIONNAIRE :** All bidders are required to complete the enclosed questionnaire form and submit it with their bid. Failure to do so shall render the bid non-responsive.
9. **U.S.D.A. CERTIFICATION DOCUMENT:** Each vendor is required to complete and submit with their bid the U.S. Department of Agriculture Certification Form contained herein. Failure to do so may render the vendors' bid non-responsive. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.
10. **ERASURES AND STRIKEOUTS:** When filling out the Bid Proposal Form, bidders are requested to use typewriter or black ballpoint pen.
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).

11. **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/bidsol.htm>.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 046-DD03	BUYER PHILLIP FORD	PAGE SC 4
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BID TITLE:

STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

SPECIAL CONDITIONS (CONTINUED)

12. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement Management Services website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement Management Services website, which list all bids, addendums, and award information, is as follows:
<http://procurement.dadeschools.net/bidsol.htm>
13. **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.
14. **CONE OF SILENCE:** A CONE OF SILENCE IS APPLICABLE TO THIS COMPETITIVE SOLICITATION. ANY INQUIRY, CLARIFICATION OR INFORMATION REGARDING THIS QUOTE MUST BE REQUESTED IN WRITING BY FAX OR E-MAIL TO:

MR. PHILLIP FORD, BUYER
 PROCUREMENT MANAGEMENT SERVICES
 FAX #305-523-3362
 E-MAIL: PFORD@SBAB.DADE.K12.FL.US

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANECUSLY TO:

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

BID NO. 046-DD03
STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED
COMMODITIES

STORAGE SPECIFICATIONS

1. **LOCATION/ACCESS/EXPERIENCE:** In order to provide the most efficient service in this contract, the storage facility must be located within Miami-Dade County. In addition, a railway siding would facilitate the receiving of certain products. However, railway siding shall not be required to be considered for award of this bid.

The storage facility is required to have a minimum of three years experience in institutional food operations.

2. **CONTRACTED SCHOOL BOARD DELIVERY VENDOR:** The successful bidder for storage of USDA commodities must make arrangements with the delivery vendor to pick up USDA food items scheduled for release, in an efficient and timely manner to assure on time deliveries to each school location. The storage facility will receive a weekly release form by scheduled delivery date of food items for release to the delivery vendor. Currently there are four (4) releases made to the delivery vendor each delivery week.
3. **WEEKLY RELEASE REPORTS:** The successful storage facility must make arrangements to pick up the M-DCPS Release form each Thursday, or as scheduled by the Office of Information Technology of The School Board of Miami-Dade County.
4. **RECEIPT OF USDA DONATED FOOD ITEMS:** The successful storage facility must follow all procedures and regulations set forth by the Bureau of Food Distribution, Florida Department of Agriculture and Consumer Services. All required forms must be completed and returned in a timely manner. The storage facility is responsible to assure all food items received are frozen and in good condition. The storage facility must contact the Department of Food and Nutrition whenever shipments are received in a defrosted state, in poor condition or incorrect quantity and must complete the necessary forms documenting the receipt of unacceptable commodity products.
5. **STORAGE OF M-DCPS' USDA DONATED FOOD ITEMS:** The storage facility is responsible for maintaining the quality of the food products stored through proper rotation and proper temperatures, and the loss of food product due to: water damage, vermin infestation, elements of nature or any other losses. The storage facility is required to maintain protection for stored food products and properly maintaining cleanliness and sanitation. Products are to be stored and palletized in a manner to facilitate the removal for delivery on a "first in first out" by packed date basis, and in accordance with release by the Department of Food and Nutrition. The storage facility must maintain sanitary conditions and otherwise meet the requirements of the Florida Department of Agriculture and Consumer Services-Bureau of Food Distribution. The storage facility is responsible for maintaining accurate inventory counts for all food items in storage at the facility.

Required Temperatures:

Frozen	(-10° to 32°F)
Refrigerated	(33° to 41°F)
Dry	(50° to 70°F)

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STORAGE SPECIFICATIONS (CONTINUED)

Representatives of the purchaser, Miami-Dade County Health Department, and/or Florida Department of Agriculture and Consumer Services-Bureau of Food Distribution shall have the authorization to inspect storage and sanitation conditions on a periodic basis. During inspections conducted by representative(s) of the purchaser, current inventories of food items will be closely monitored and current inventory counts will be compared to the quantities stated on weekly inventory reports.

In the event that any discrepancy or error is discovered, correction of the discrepancy must be completed immediately, prior to the departure of the purchaser's representative, with written explanation submitted within 72 hours to the Department of Food and Nutrition, stating reason for error/discrepancy and corrective action taken.

In the event that foods are lost, destroyed, broken or damaged in any way through the negligence and/or the lack of proper care of storage or handling, the storage facility shall be liable therefore, and liability to the School Board and/or Bureau of Food Distribution, Florida Department of Agriculture and Consumer Services shall be determined on the basis of replacement with foods of the same quality and quantity or payment in lieu of the replacement foods at the value established by the Bureau of Food Distribution, Florida Department of Agriculture and Consumer Services or the United States Department of Agriculture at the time of the loss.

The successful storage vendor must adhere to the following storage procedures:

- A. All food items must be stored in sanitary storage areas with proper air circulation for protection against rapid spoilage and potential loss of the product. Floors are to be kept clean and free of debris, dust and ice.
- B. Damaged and/or contaminated product(s) is/are to be separated from usable food products.
- C. Care should be taken that items are not stacked so high as to cause bursting or crushing of the bottom layers, nor should items be stacked so high as to be subject to unacceptable higher temperatures.
- D. Food products shall not be stored closer than twelve (12) inches from the wall or partition. Palletized storage is to be utilized for storing all products. All items should be stacked in a manner to keep the stack solid and prevent toppling.
- E. There shall be no intermingling of USDA food items with property of other companies or other school systems.
- F. The storage facility plant and records shall be subject to inspection by representatives of the School Board and Bureau of Food Distribution at any time during normal working hours. The School Board representatives may consist of food service managers and/or administrative staff and will inspect the facilities for contract compliance, sanitation, etc.

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STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED
COMMODITIES

STORAGE SPECIFICATIONS (CONTINUED)

6. **RECEIPT OF PURCHASED ITEMS CONTAINING USDA DONATED FOOD ITEMS:** Items identified in this bid as purchased items may require U.S.D.A. destination quality and condition inspection. Currently, all pizza products require this U.S.D.A. inspection. It is the responsibility of the storage vendor to work with each pizza manufacturer and the U.S.D.A. inspector to schedule appointments for the required destination inspection. This inspection must be completed before pizza product is removed from each shipment. Upon completion of U.S.D.A. inspection, the storage facility will proceed with the storage of product as specified with all other items listed in this bid. Failure to ensure that all food items are received according to bid specifications shall be considered as non-performance of contract responsibilities and may result in termination of contract.

7. **DAMAGED AND/OR SPOILED USDA FOOD ITEMS:** Damaged and/or spoiled USDA food items must be reported, immediately upon discovery, to the Florida Department of Agriculture and Consumer Services and the Department of Food and Nutrition. No commodity food item may be discarded or destroyed until the food item has been examined by the Miami-Dade County Health Department and reported on a stop sale notice (HRS-4045). A copy of this stop sale notice must be sent or faxed (786) 275-0837, to the Miami-Dade Schools Department of Food and Nutrition. In the event of any loss of USDA commodity product caused due to the negligence and/or lack of care on the part of the storage facility, the value of item(s) discarded and/or destroyed must be remitted to the Miami-Dade Schools Department of Food and Nutrition at the value placed for Replacement in Kind as determined by either the Florida Department of Agriculture and Consumer Services or the United States Department of Agriculture. If payment is not made, the Accounts Payable Department, The School Board of Miami-Dade County, FL, may deduct dollar value from outstanding monies owed to the storage facility.

8. **END OF THE YEAR INVENTORY:** At the end of each fiscal year (June 30), the storage facility must have all inventory documents ready for audit by the Audit Department of the School Board of Miami-Dade County. The Department of Food and Nutrition will submit a letter to the storage facility prior to the scheduled audit.

9. **DATA PROCESSING REQUIREMENTS:** Vendor must have sufficient staff and necessary equipment to perform necessary data entry and to prepare required reports and billing.

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COMMODITIES

10. **RECORD/INVOICING REQUIREMENTS:**

- A. Successful bidder must be able to create a weekly computerized printout showing the following history information on each item: M-DCPS item number, item description, case pack, date received, manufacture date, quantities released, assigned lot number, ending weekly totals for each item.
 - B. Successful bidder must complete and submit on a weekly basis, all receipts of USDA items. A separate receiving report by item with the appointment hours assigned, purchase order number, item description, item quantity, case pack, assigned lot number and any damages or shorts received must be submitted to the Department of Food and Nutrition.
 - C. Successful bidder must submit and confirm on a weekly basis all releases made to delivery agent or other agencies stipulated by the Department of Food and Nutrition. Bidder will receive a weekly Miami-Dade County Public Schools Release Form, by item and quantity for each delivery week (Commodity Summary Release and Purchased Summary Release – copies to be furnished after award). In addition to the total summary release, a breakdown by delivery cycle will also be furnished for each delivery/serving week.
 - D. Successful bidder must complete and submit on a timely basis, the HRS Form 6 and HRS Tally Sheet for each USDA item received. Storage facility is required to submit the above forms directly to the Bureau of Food Distribution, Florida Department of Agriculture and Consumer Services.
 - E. Successful bidder must contact the Department of Food and Nutrition at the end of each week by phone or fax, with all receipts for the week.
 - F. Successful bidder must submit weekly invoices of storage charges by item according to anniversary date. Each invoice must include the following information: M-DCPS item number, item description, case pack and/or weight, anniversary date, quantity, lot number, total weight by item, rate by cwt. and total dollar amounts. Invoices are submitted to the Department of Food and Nutrition for review. After review and approval, invoices will be submitted to the Accounts Payable Department for payment.
11. **FACILITY INSPECTIONS:** The Florida Department of Agriculture and Consumer Services-Bureau of Food Distribution, shall have the right to inspect the storage facility and sanitation conditions. The Bureau of Food Distribution is the primary state agency responsible for the administration and enforcement of the USDA storage policies and procedures.
12. **EMERGENCY OR SPECIAL RELEASES:** In the event an emergency or special release must be made, the Department of Food and Nutrition will contact the storage facility to make arrangements for a release. The storage facility will handle this type of release according to bid specifications listed in this bid.

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STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED
COMMODITIES

DELIVERY SPECIFICATIONS

1. The successful vendor shall deliver the quantity of federal donated commodity foods as designated by the Department of Food and Nutrition, School Board of Miami-Dade County, Florida.
2. The successful vendor shall have delivery capability to service approximately 300 school production kitchens.
3. The successful vendor is to pick up orders on magnetic tapes and/or hard copy on Thursday of each working week at the Office of Information Technology, for delivery the following week beginning on Wednesday (or the first delivery day of the week if a holiday or non-school day occurs).
4. Deliveries are to be made twice during each serving period to each school site, or as designated by the Department of Food and Nutrition. No deliveries to schools are to be made on school holidays. When there is a school holiday, an alternate delivery day will be designated by the Department of Food and Nutrition. Therefore, on the average, each school site receives two deliveries per calendar week. The delivery schedule will be as follows:

Cycle 1: Wednesday before serving week

Cycle 2: Thursday before serving week

Cycle 3: Monday of serving week

Cycle 4: Tuesday of serving week

5. Food products shall be maintained and delivered in good condition. Upon delivery, cartons and contents must be clean, free from damage, infestation and within proper temperatures.

Required Temperatures:

Frozen (-10° to 32°F)

Refrigerated (33° to 41°F)

Dry (50° to 70°F)

The food service manager or designee may refuse products, not meeting these conditions.

6. Deliveries should be scheduled to all schools between the hours of 7:00 A.M. and 3:00 P.M. Earlier deliveries may be arranged at the request of each food service manager. It will be the responsibility of the vendor to notify schools of late deliveries, missed deliveries or pre-approved changes in scheduled delivery days (pre-approved changes are approved through the Department of Food and Nutrition). A school calendar will be provided.

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DELIVERY SPECIFICATIONS (CONTINUED)

7. The successful vendor will receive a hard copy of the release by item, lot number, quantity, and prices for delivery of each serving period, and any changes shall be given by phone or fax. This release document is to be picked up from the successful storage contract holder. When the commodity foods are picked up, the delivery company will check that the food items presented are the property of The School Board of Miami-Dade County, and in the listed quantities, and from the assigned lot number released by the Department of Food and Nutrition. The delivery company will verify all quantities and lot numbers against the release received from the Department of Food and Nutrition. Upon receipt of correct merchandise, the successful delivery company will sign an invoice of receipt. Once the invoice of receipt is signed, the successful delivery company will be held responsible for all incorrect quantities, spoiled, damaged or lost merchandise.

8. Throughout the school year, the Florida Department of Agriculture and Consumer Services Bureau of Food Distribution may ship partial loads into a storage warehouse selected by the State of Florida. Upon written request from the Department of Food and Nutrition, it will be the responsibility of the successful delivery company to pick up partial loads from the State selected storage warehouse and deliver dry, frozen, and refrigerated items to the School Board's contracted storage facility for dry, frozen, and refrigerated items. (Informational only: the last partial loads of commodities took place during the 2000-2001 school year, when approximately 500 pounds of merchandise was moved from State of Florida Storage Facility into designated storage warehouses).

9. **INVOICING/REPORTING REQUIREMENTS**
 - A. The successful vendor shall prepare the following and submit on a weekly basis as indicated.

 - B. An individual school four part delivery receipt which indicates the commodity food to be delivered, the case weight and the quantities of that item, priced at the value designated by the Department of Food and Nutrition. Each school food service manager must verify and sign this receipt to insure that these foods were delivered as specified. The four part receipt will be distributed as follows:
 1. Copy to the school (hard copy)
 2. Copy to the vendor (hard copy)
 3. Copies to the Department of Food and Nutrition (hard copy). In addition, a copy on magnetic tape shall be sent to O.I.T.

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COMMODITIES

DELIVERY SPECIFICATIONS (CONTINUED)

C. A recapitulation of weekly deliveries with the following information:

1. Item description and assigned M-DCPS item number
2. Delivery order number
3. Assigned lot number
4. Number of cases delivered
5. Net weight per item delivered
6. Gross weight per item delivered
7. Delivery charges for each item
8. Grand total of weekly charges

This recapitulation report is to be submitted to the Department of Food and Nutrition for accounting and inventory purposes on a weekly basis.

10. An invoice covering the total weekly delivery charges for food items delivered district wide, shall be submitted on a weekly basis to the Department of Food and Nutrition. Upon review and approval the Department of Food and Nutrition will forward weekly invoice to the Accounts Payable Department for payment.
11. A report showing commodity food items refused by school sites and returned to the storage facility shall be submitted to the Department of Food and Nutrition on a weekly basis, when applicable, with the following information:
 1. M-DCPS food item number
 2. Food item and description
 3. Quantity of each item returned
 4. School site that refused delivery
 5. Date when product was returned to storage facility
 6. Signature of storage facility upon receipt

12. RETURN OF GOOD MERCHANDISE AND/OR DAMAGED GOODS:

- A. **VISIBLE DAMAGED GOODS:** Goods damaged at the storage site must be refused by the delivery vendor at the storage site. Visible damage is torn, ripped, opened packages or soiled containers.
- B. **RETURNS:** All commodity items returned by a school site will be returned to the storage facility by the delivery company. The delivery company is to notify the Department of Food and Nutrition prior to returning merchandise to the storage facility. These returned items may include non-damaged or concealed damaged goods refused by a school site.

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STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED
COMMODITIES

DELIVERY SPECIFICATIONS (CONTINUED)

- C. CONCEALED DAMAGED GOODS: Concealed damage is damage not visible at the time of pick up by the delivery company. These damaged goods received by the delivery vendor from the storage vendor are to be returned to the storage facility within two working days of receipt.

- D. DESTRUCTION OF DAMAGED GOODS: All damaged goods delivered to the school and refused must be taken to the delivery vendor's facility and becomes the responsibility of the delivery vendor. Before any commodity food may be discarded at the vendor's site, it must be condemned by the Miami-Dade County Health Department and reported to the director or designee on a stop sale notice (HRS-4045). If and when it is determined that the loss of any commodity item is due to negligence on the part of the delivery company, the value of items so destroyed must be replaced in cash payment to the Department of Food and Nutrition, School Board of Miami-Dade County, Florida. If payment is not made, the Accounts Payable Department may deduct dollar value from outstanding monies owed to the delivery company.

13. ADDITIONAL VENDOR/DELIVERY REQUIREMENTS:

- 1. All deliveries to schools are classified as less than truckload service.
- 2. Carrier shall use only properly insulated, mechanical or thermostatically controlled refrigeration equipment for dry, frozen, and refrigerated commodities. Such equipment must be capable of maintaining temperature to protect the product while in transit. The School Board of Miami-Dade County reserves the right to reject product not at proper temperature.
- 3. The successful vendor must have access to sufficient equipment to make deliveries required to all schools within the scheduled delivery dates.
- 4. Successful vendor must use clean sanitary equipment suitable for hauling all food items. The School Board of Miami-Dade County, Florida reserves the right to reject any equipment not meeting these conditions.
- 5. Adequate labor to load and unload equipment will be furnished by and at the expense of the carrier. Depending on the commodity, deliveries shall be made to the corresponding refrigerator, freezer and/or dry storage area of each school's cafeteria.
- 6. The successful bidder must not change assigned quantities or scheduled delivery dates unless approval is received from the Department of Food and Nutrition.

BID NO. 046-DD03
STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED
COMMODITIES

DELIVERY SPECIFICATIONS (CONTINUED)

7. Based upon the information contained herein the bid solicitation, it shall be the responsibility of the bidder to submit one dry rate for the cwt., one frozen rate for the cwt., and one refrigerated rate for the cwt., regardless of school locations.
8. Delivery personnel must have proper picture identification. The identification must identify the individual name and current company information. Other forms of picture identification such as drivers license are not acceptable.

The School Board of Miami-Dade County, Florida
 Bid # 046-DD03
 STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 046-DD03
Title: STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES
Buyer: PHILLIP FORD, CPPB

ITEM	DESCRIPTION OF ITEM	ESTIMATE D	UNIT	PRICE PER UNIT
	VENDOR TO USE INK OR TYPEWRITER USING BLACK RIBBON WHEN FILLING OUT THIS BID.			
	<p>THE BOARD RESERVES THE RIGHT TO AWARD CONTRACT(S) TO THE LOWEST AND BEST BID FROM RESPONSIVE, RESPONSIBLE BIDDER(S), SUBJECT TO THE TERMS AND CONDITIONS AND THE SPECIFICATIONS CONTAINED HEREIN. THE BOARD RESERVES THE RIGHT TO AWARD ITEMS IN ANY COMBINATIONS, WHICH IT DEEMS TO BE IN ITS BEST INTEREST.</p> <p>The Board reserves the right to use the next lowest bidder(s) in the event the original awardee(s) of the bid cannot fulfill their contract. The next lowest bidder(s) prices must remain the same as originally bid and must remain firm for the duration of the contract.</p>			
	<p>STORAGE: DRY, FROZEN AND REFRIGERATED</p> <p>Prices submitted for storage shall include receiving, in and out handling charges, and other pertinent storage charges. A vendor submitting a bid for storage must consider all storage specifications and special conditions contained within this bid. The estimated average weight of dry commodity products is 42.7 lbs. (gross) per case. The estimated average weight of frozen commodity products is 33.04 lbs. (gross) per case. The estimated average weight of refrigerated commodity products is 38.11 lbs. (gross) per case.</p>			

The School Board of Miami-Dade County, Florida
 Bid # 046-DD03
 STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

ITEM	DESCRIPTION OF ITEM	ESTIMATE D	UNIT	PRICE PER UNIT
	Items 1 through 3 to be awarded on the basis of total low bid meeting specifications. Vendor must bid all items.			
1	FREEZER STORAGE	53,975	CWT	\$ _____ PER CWT PER MONTH
2	REFRIGERATED STORAGE	24,160	CWT	\$ _____ PER CWT PER MONTH
3	DRY STORAGE	22,638	CWT	\$ _____ PER CWT PER MONTH
	Items 1A through 2A to be awarded on the basis of total low bid meeting specifications. Vendor must bid all items.			
1A	FREEZER STORAGE	53,975	CWT	\$ _____ PER CWT PER MONTH
2A	REFRIGERATED STORAGE	24,160	CWT	\$ _____ PER CWT PER MONTH
	Item 3A to be awarded on the basis of individual low bid meeting specifications.			
3A	DRY STORAGE	22,638	CWT	\$ _____ PER CWT PER MONTH

The School Board of Miami-Dade County, Florida
 Bid # 046-DD03
 STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

ITEM	DESCRIPTION OF ITEM	ESTIMATE D	UNIT	PRICE PER UNIT
	<p>DELIVERY: DRY, FROZEN AND REFRIGERATED COMMODITIES - Prices submitted for delivery shall be FOB destination to approximately 300 Miami-Dade school production kitchens and shall include all costs incurred in the performance of work specified herein.</p> <p>Item 4 to be awarded on the basis of individual low bid meeting specifications.</p>			
4	<p>DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES FOR APPROXIMATELY 300 SCHOOLS.</p>	148,883	CWT	<p>\$ _____ PER CWT FOR DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES</p>
	<p>Items 4A through 4B to be awarded on the basis of total low bid meeting specifications. Vendor must bid all items.</p>			
4A	<p>DELIVERY OF FROZEN COMMODITY FOOD ITEMS, PER ATTACHED SPECIFICATIONS.</p> <p>NOTE: FROZEN COMMODITIES AVERAGE WEIGHT PER CASE IS 33.04 LBS. GROSS.</p>	35500	CWT	<p>\$ _____ PER CWT FOR DELIVERY OF FROZEN COMMODITIES</p>
4B	<p>DELIVERY OF REFRIGERATED COMMODITY FOOD ITEMS, PER ATTACHED SPECIFICATIONS.</p> <p>NOTE: REFRIGERATED COMMODITIES AVERAGE WEIGHT PER CASE IS 38.11 LBS. GROSS.</p>	1650	CWT	<p>\$ _____ PER CWT FOR DELIVERY OF REFRIGERATED COMMODITIES</p>
	<p>Item 4C to be awarded on the basis of individual low bid meeting specifications.</p>			
4C	<p>DELIVERY OF DRY COMMODITY FOOD ITEMS, PER ATTACHED SPECIFICATIONS.</p> <p>NOTE: DRY COMMODITIES AVERAGE WEIGHT PER CASE IS 42.7 LBS. GROSS.</p>	3500	CWT	<p>\$ _____ PER CWT FOR DELIVERY OF DRY COMMODITIES</p>

The School Board of Miami-Dade County, Florida
 Bid # 046-DD03
 STORAGE AND DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES

ITEM	DESCRIPTION OF ITEM	ESTIMATE D	UNIT	PRICE PER UNIT
	STORAGE AND DELIVERY: DRY, FROZEN AND REFRIGERATED COMMODITIES - A VENDOR SUBMITTING A BID FOR THE COMBINED STORAGE AND DELIVERY OF ALL COMMODITY ITEMS MUST CONSIDER ALL SPECIFICATIONS LISTED HEREIN. IF A VENDOR INTENDS TO SUBCONTRACT THIS PORTION OF THE BID, HE/SHE MUST DO SO IN ACCORDANCE WITH SPECIAL CONDITION 7. SUB-CONTRACTING			
	Items 5A through 5D to be awarded on the basis of total low bid meeting specifications. Vendor must bid all items.			
5A	DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES FOR APPROXIMATELY 300 SCHOOLS.	148,883	CWT	\$ _____ PER CWT FOR DELIVERY OF DRY, FROZEN AND REFRIGERATED COMMODITIES
5B	FREEZER STORAGE	53,975	CWT	\$ _____ PER CWT PER MONTH
5C	REFRIGERATED STORAGE	24,160	CWT	\$ _____ PER CWT PER MONTH
5D	DRY STORAGE	22,638	CWT	\$ _____ PER CWT PER MONTH
6	IF NECESSARY, MOVEMENT OF EXISTING COMMODITIES FROM THE DESIGNATED INCUMBENT VENDOR'S STORAGE TO THE NEW AWARDED VENDOR'S STORAGE FACILITY. COMMODITIES CURRENTLY LOCATED AT: SOUTHEAST FROZEN FOODS COMPANY 18770 N.E. 6 AVENUE MIAMI, FLORIDA 33179	26,303	CWT	\$ _____ TRANSFER OF COMMODITY FOOD ITEMS (ONE TIME TRANSFER)

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COMMODITIES
VENDOR QUESTIONNAIRE

Name: _____

Address: _____

Phone: _____

Contact: _____

1. Warehouse location: _____

Number of buildings, if more than one: _____

Total office square footage: _____ (all types)

Total warehouse square footage: _____

2. Number of unloading docks: _____ trucks _____ cars

Rail Siding: _____ fdc _____ scl

Number of shipping docks: _____ trucks

3. Number of warehouse personnel assigned to:

Storage & order pulling: _____

other warehouse Personnel: _____

4. Number of warehouse, office personnel that would be allocated for the handling of this contract.

Accounting/reporting: _____ other office personnel: _____

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COMMODITIES
VENDOR QUESTIONNAIRE

8. Number of years experience in institutional food service delivery: _____

List 3 or more members of management/supervisory staff that were included in institutional food service experience.

- | | | |
|----|-------|----------|
| 1. | _____ | _____ |
| | Name | Position |
| 2. | _____ | _____ |
| | Name | Position |
| 3. | _____ | _____ |
| | Name | Position |

List various storage and/or delivery of dry, frozen or refrigerated USDA donated commodities, contracts with which you have done the major part of your business for the past 5 years.

- | | |
|-----------------|--------------|
| 1. Name: _____ | Phone: _____ |
| Contract: _____ | |
| 2. Name: _____ | Phone: _____ |
| Contract: _____ | |
| 3. Name: _____ | Phone: _____ |
| Contract: _____ | |
| 4. Name: _____ | Phone: _____ |
| Contract: _____ | |
| 5. Name: _____ | Phone: _____ |
| Contract: _____ | |

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VENDOR QUESTIONNAIRE

6. Name: _____ phone: _____

Contract: _____

9. Electronic data processing and reporting of inventories/reports

Electronic data processing of records if handled by outside service instead of in-house, copy of service bureau contract must be available for inspection and analysis.

Company: _____

Signature: _____

Title: _____

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 and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
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," "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 which a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
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 transactions 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 not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS REVERSE)

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

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

Organization Name Name	PR/Award Number of Project
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)	Date
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