

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

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

1450 Northeast Second Avenue
Miami, Florida 33132



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. 061-DD03 BID TITLE CAFETERIA PAPER AND PLASTIC SUPPLIES II
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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING.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. 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 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

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

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

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

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

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

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

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

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

X. **PACKAGING**

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

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

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

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

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

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

XIV. **DELIVERY AND BILLING**

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

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

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

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

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

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

XVI. **COMPLIANCE WITH FEDERAL REGULATIONS**

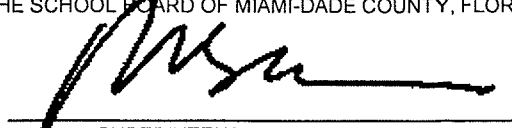
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are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

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

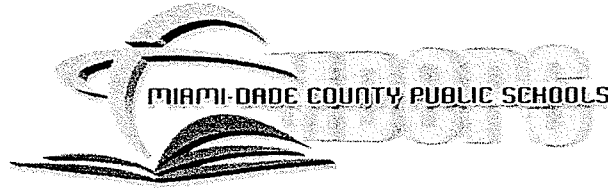
THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

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

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid# 061-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 recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 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 \$1,000,000 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 except Workers' Compensation Insurance.

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 contractual 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 at 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 061-DD03	BUYER PHILLIP FORD	PAGE SC 1
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BID TITLE:
Cafeteria Paper and Plastic Supplies II

SPECIAL CONDITIONS

- 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 approximately one (1) year, commencing on the date of award through February 18, 2005, and may, by mutual agreement between The School Board of Dade County, Florida and the awardee, upon final School Board approval, be renewable for three (3) additional one (1) year period(s) 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.
- 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 primary vendor shall initially assume all responsibilities of this bid. If, however, during the term of the contract the primary vendor cannot fulfill their contract, the secondary vendor shall assume all responsibilities if mutually agreed upon by the secondary vendor and the School Board. 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.
- 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 twelve (12) month period, and include an additional ten percent to cover unanticipated increases in requirements.
- DELIVERY:** Delivery shall be FOB Destination Miami-Dade County Public Schools (M-DCPS), Stores and Mail Distribution, 7001 SW 4th Street, Miami Florida 33144. Deliveries shall be made as soon as soon possible but no later than 30 days after receipt of purchase order. All orders placed prior to the expiration of the bid and accepted by the successful vendor(s) will be invoiced at the bid unit prices, although deliveries may be made after the expiration of the contract. Please note: Warehouse has F.E.C. railway siding.

During the term of this contract, it may be necessary to make deliveries to a private pre-designated warehouse facility. When necessary, awarded vendor(s) will be required to mark all cartons with M-DCPS' purchase order number.

- FAILURE TO DELIVER:** The School Board shall consider repetitive non-deliveries, late deliveries, and/or failure to deliver as specified and at bid price, to be default of contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined Instructions To Bidders, Section VI.E.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 061-DD03	BUYER PHILLIP FORD	PAGE SC 2
BID TITLE: Cafeteria Paper and Plastic Supplies II		

SPECIAL CONDITIONS CONTINUED

6. **DEFAULT:** The supplier(s) shall inform the purchaser of any problems or delays in providing the awarded item(s) as required. The School Board shall consider repetitive non-deliveries, late deliveries, and/or deliveries of products not meeting specifications, to be a default of contract, and may result in a termination of the contract with the pertinent default penalty imposed, as defined in Instructions To Bidders, Section VI. E.
7. **SPECIFICATIONS:** If an item is to be considered as an equal to the specified item, complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. Non-compliance with this condition may cause the item not to be considered for award.
8. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments 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.
9. **ADDITIONAL TERMS AND CONDITIONS:** The School Board will not accept proposed terms and conditions that are different than those contained in this invitation to bid. Any additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely or inadvertently through transmittal letters, specifications, literature, price lists or warranties, it is understood that any additional terms and conditions shall be reasons for rejections of bid and /or termination of contract.
10. **SAMPLES:** Vendor(s) bidding an alternate brand(s), for items where "or equal" is stated, is required to submit samples, no later than the date and time of the scheduled bid opening, in the quantities stipulated for each item. Samples shall be identical to the items that will be delivered. Each lot of samples shall be identified with (1) vendor's name, (2) bid number, (3) bid item number, and (4) product name and number. Samples shall be submitted to:

The Department of Materials Testing and Evaluation,
Attention: Robert Munro,
7040 West Flagler Street
Miami, Florida 33144

Failure to submit samples by the deadline noted above and/or failure to comply with the above requirements shall be reasons for rejections of bid.

Samples shall be submitted at no cost to the School District.

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 vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 061-DD03	BUYER PHILLIP FORD	PAGE SC 3
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BID TITLE:
Cafeteria Paper and Plastic Supplies II

SPECIAL CONDITIONS CONTINUED

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

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

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

13. **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>

14. **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.

15. **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 AD-1048 contained herein. Failure to do so may result in the vendors bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 061-DD03	BUYER PHILLIP FORD	PAGE SC 4
BID TITLE: Cafeteria Paper and Plastic Supplies II		

SPECIAL CONDITIONS CONTINUED

16. **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 SIMULTANEOUSLY 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 PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 061-DD03
Title: Cafeteria Paper and Plastic Supplies II
Buyer: Phillip Ford, CPPB
MANUFACTURER NUMBER: If the manufacturer number is: a) no longer available and has been replaced with an updated number; or b) incorrect, the bidder should indicate the corrected manufacturer number on in the spaces provided.

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	MFG & MODEL
1	452-1188	Graphic Sandwich Wrap, Paper. Size: 12 x 12. A camera ready design of (4)four colors will be submitted to awarded vendor by the Department of Food and Nutrition. Minimum Order: 50 cases Sample: 20 each.	300 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
2	452-0769	Wrap, sandwich: Square 16" x 16", cellophane sheets for food packaging. Approx. 5.76 lbs. Per 1000 sheets. Clear, no design or color. To be used with or without Pixie Sealer 1008C as manufactured by Transworld Services. Packed 5000 per case in 5 packages of 1000. Minimum order: 10 cases Sample required: 12 each	65 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
3	452-1218	Graphic Sandwich Wrap: Square 16" x 16", Paper Sheets for food packaging. Grease resistant. To be used to wrap Hot and Cold sandwiches. Approx. 5.76 lbs. Per 1000 sheets. A minimum of six (6) designs/prints/pictures must be offered to the Department from vendor to choose a color/design after award. Minimum order: 50 cases Sample required: 12 each	300 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
4	452-1196	Pizza Tray - dimensions: Approx. 7 1/2" x 6 1/2" x 1". .49 case cube. Packed 1000 per case. Dopaco 00007857 or equal. minimum order: 50 cases sample: 10 each	300 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
5	452-1200	Pizza Tray - dimensions: Approx. 9" x 8 1/2" x 1". .70 case cube. Packed 1000 per case. Dopaco 00005810 or equal minimum order: 50 cases sample: 10 each	300 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
6	452-0513	Cloth wiper: Reusable, machine washable, lint free, approximately 13 1/2" X 21". 150 per case. Color - blue, yellow or equal may be submitted. Chicopee Smart-Brand 0075, Atlantic Mills 8255A or equal. Minimum order: 200 cases Sample required: 12 each	800 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
7	452-0582	Hot sealing tape: 3/8" wide x 72 yard roll with 3" core, clear. Packed 16 rolls per package. Serv-Pak Equity Tape 18T or equal. Minimum order: 10 packages of 16 rolls Sample required: 6 rolls	30 packages	\$ _____ per package of 16 rolls	Brand _____ Model # _____ # of roll per package _____ minimum order: _____

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	MFG & MODEL
8	452-0823	Bag: Lunch, happy birthday: Size: 6#, approximately 6" X 11 1/4" X 3-1/2", Basis Weight (-) 5 % tolerance. (24" x 36"=500) Paper: 40 lb. Bleached kraft, non-waxed. Bag should be water resistant and recyclable. Vendor must provide a minimum of (6) six graphic designs to be chosen by the department after award. Packed 500 per case. Mello Smello 1308 or equal. Minimum Order: 50 cases Sample required: 20 bag s	200 cases	\$ _____ per case	Brand _____ Model # _____ Case pack _____ Indicate case wt: _____ cu.ft.per case _____ minimum order: _____
<p>NOTE: All products bid for item 9, 9A and 10-13 shall comply with Federal Food, Drug and Cosmetic Act and all applicable food additive regulations as they relate to the use of the product in direct contact with food. All products bid shall be 100% recyclable and manufactured with no fluorocarbons (CFC's) or hydrochlorofluorocarbons (HCFC's) of any kind. The product shall be capable of handling temperatures up to 200 degrees F. Product bid shall be a minimum .140" gauge polystyrene construction.</p>					
<p>NOTE: The Board will award either Items 9 or 9A, whichever is in the best interest of the Board.</p>					
9	452-0505	TRAYS: 5 compartment, approximately 10" x 8" white pulp material. packed 500 per case. Shrink wrapped or cardboard cartons. Chinot Co. #22025 "Valley" or equal. Minimum order: 1152 cases per truckload Sample required: 1 case	121, 000 cases	\$ _____ per case	Brand _____ Model # _____ Case pack _____ Indicate case wt: _____ cu.ft.per case _____ shrink wrap or cardboard carton _____ truckload order: _____
9A	452-0505	TRAYS: 5 compartment, approximately 10" x 8" x 1", minimum .140" gauge polystyrene construction, approximately weight 10.2 grams per tray. Shrink wrapped or cardboard cartons. PACTIVE CTH 10500 or equal. Packed 500 per case. Minimum order: 640 cases per truckload Sample required: 1 case	121, 000 cases	\$ _____ per case	Brand _____ Model # _____ Case pack _____ Indicate case wt: _____ cu.ft.per case _____ shrink wrap or cardboard carton _____ truckload order: _____
10	452-1064	3-compartment hinged tray.Polystyrene, Approx. 8 7/8 x 9 1/4 x 3. Packed Approximately 250 per case. Gempack # 23300 minimum order 200 cases Sample required: 12 each	1000 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
<p>Items 11 through 13 to be awarded on a total low basis. Vendor must bid both items of the same manufacture.</p>					
11	452-1145	(3) Three Compartment Trays, Polystyrene, Insulated Base, Color=Black. Approximately 8 7/8" x 10 5/8" x 1 1/4" Minimum Order: 100 cases Sample: 20 each.	100 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
12	452-1153	Trays, "No Compartment", Polystyrene, Insulated Base, Color=Black. Approximately 8 7/8" x 10 5/8" x 11/4" Minimum Order: 200 cases Sample: 20 each.	100 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
13	452-1161	Lid, Clear, MUST FIT ITEMS # 11 AND #12. Approximately: 9 3/8" x 73/8" x 11/4". Minimum Order: 100 cases Sample 20 each.	100 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	MFG & MODEL
		Items 14 through 15 to be awarded on a total low bid basis. Vendor must bid both items. Items may be combined to make 500 case minimum order quantity.			
14	452-0255	Gloves, disposable: embossed, long length, Polyethylene, 1.25 MIL.Thickness. Packed on roll, dispenser or box. 100 gloves per packaged unit. 10 units per case. Large size., Poly-King/Super Poly Gloves #1526, PLG # 6601 or equal Minimum order: 500 cases Sample required: 1 packaged unit	2500 cases	\$_____ per case of 10 boxes	brand: _____ model: _____ case pack: _____ minimum order: _____
15	452-0263	Gloves, disposable: embossed, long length, Polyethylene 1.25 MIL.Thickness. Packed on roll, dispenser or box. Packed 100 gloves per packaged unit. 10 units per case. Medium size # 1527, Ambitex PMD 6601 or equal Minimum order: 500 cases Sample required: 1 packaged unit.	2500 cases	\$_____ per case of 10 boxes	brand: _____ model: _____ case pack: _____ minimum order: _____
		Items 16 and 17 to be awarded on a total low basis. Vendor must bid both items to be considered for award.			
16	452-xxxx	Deli Labels, 1" Radiant Red Circles Pre=Printed Verbiage for Various types of sandwiches and items specifically for food service. i.e. "CHICKEN" "TUNA", "TURKEY" etc. After award, the Department of Food and Nutrition will choose exact amounts and type needed for warehouse stock. These will include all in-stock and pre-printed labels. Ordered according to need. Case Pack: 1,000 per roll. 24 rolls per case. Daymark Brand, Paxar-Fresh Marx-P/C 1010C or equal. Minimum Order: 500 cases of mixed label titles Sample: 1 roll of any type and the list of all specified Labels available.	5000 cases	\$_____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
17	452-1234	Dispenser for 1" labels. Durable plastic. Must have capacity to dispense a minimum of four rolls of labels at one time. Color preferred: White. Must fit labels awarded in Item # 13 and dispense easily. Daymark Brand, Item # 0180, Paxar-Fresh Marx # 818301 or equal. Case Pack: 1 each Minimum Order: 100 Sample: 1 each with labels	500 each	\$_____ each	brand: _____ model: _____ case pack: _____ minimum order: _____
		NOTE: Items 18 and 19 to be awarded on a total low basis. Vendor must bid both items to be considered for award.			
18	452-0181	Container, plastic: 5 oz, regular, smooth wall, clear. Packed 1000 per case. Sweetheart ME-5, Sweetheart CE-5, Fabrikal FK5CC or equal. Minimum order: 5 cases Sample required: 12 each w/ lid	100 cases	\$_____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
19	452-0289	Lid, Plastic: snap-on for use with item 18. Packed 1000 per case. Sweetheart LME6, Fabrikal L5C or equal/Dart L7N25, Fabrikal L5C or equal. Minimum order: 5 cases Sample required: see above note	100 cases	\$_____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	MFG & MODEL
NOTE: Items 20 and 21 are to be awarded on a total low bid basis. Vendor must bid both items to be considered for award.					
20	452-0882	Pan: Oblong, 2.25 lb. cap., one compartment. Aluminum construction with rolled edges. Packed 500 per case. Reynolds Penny Plate 760, Wilkinson 708-30, Pactiv 788-30, HFA 2062-30-500, or equal. Minimum order: 25 cases Sample required: 12 each	225 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
21	452-0891	Lid: Heavy board, for use with item 20. Packed 500 per case. Reynolds Penny Plate L 760, Wilkinson L708, Pactiv L788, HFA 2062-L-500 or equal. Minimum order: 25 cases Sample required: 12 each	225 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
NOTE: Items 22 and 23 are to be awarded on a total low bid basis. Vendor must bid all items.					
22	452-0912	Pan: Oblong, 1.5 lb. cap., one compartment. Approx. 4-7/8" W x 7-3/8" L x 1-1/4" D. Aluminum construction with rolled edges. Packed 500 per case. Reynolds Penny Plate 7089, HFA 2061-30-500 or equal. Minimum order: 25 cases Sample required: 12 each	225 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
23	452-0947	Lid: Heavy board, for use with item 22. Packed 500 per case. Reynolds Penny Plate L760, HFA 2061-L-500 or equal. Minimum order: 25 cases Sample required: 12 each	300 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
NOTE: Items 24 and 25 are to be awarded on a total low bid basis. Vendor must bid both items to be considered for award.					
24	452-0939	Pan: Oblong, 2-1/4 lb. cap., three compartment. Aluminum construction with rolled edges. Packed 500 per case. Reynolds Penny Plate 7139, Wilkinson 6170-35, HFA 2045-35-500 or equal. Minimum order: 25 cases Sample required: 12 each	150 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
25	452-0921	Lid: Heavy board, for use with item 24. Packed 500 per case. HFA2045-L-500, Wilkinson L6160, Reynolds Penny Plate L739 or equal. Minimum order: 25 cases Sample required: 12 each	75 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____

ITEM	DCPS #	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	MFG & MODEL
		NOTE: Items 26 and 27 are to be awarded on a total low bid basis. Vendor must both items to be considered for award.			
26		Bowl, wood like, Color: Maple, Round. Polystyrene. Temperature range: Hot to 180F, Cold to 35F. Approximately 6 1/8" in diameter. Approximately 16 ounce flush fill capacity. Packed 400/case OR Must be packed with same amount as Item # 28. C&M Fine Pack Tradewinds # TM525-160 or equal. Minimum order: 25 cases Sample required: 12 each	75 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
27		Lid, Polystyrene Plastic, to fit item # 26. 16 ounce Clear Bowl low dome lid. Antifog material. Temperature range: Hot to 170F, Cold to 35F. 400/case OR Must be same packed with same amount as item # 27.. C&M Fine Pack Tradewinds # HL225-165 or equal. Minimum order: 25 cases Sample required: 12 each	75 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
		NOTE: Items 28 and 29 are to be awarded on a total low bid basis. Vendor must both items to be considered for award.			
28		Plate, wood like, 9" deep round with laminated top. Color: maple. Bottom: white. 500/Case. or Must be packed with same amount as item 30. C&M Fine Pack Tradewinds # TM5DP-090CFI or equal. Minimum order: 25 cases Sample required: 12 each	75 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____
29		Lid, Polystyrene Plastic, to fit item # 28. 9" round deep plate clear high dome. Antifog material. Temperature range: Hot to 170F, Cold to 35F. 400/case OR Must be packed with same amount as Item # 28. C&M Fine Pack Tradewinds # CL210-090 or equal. Minimum order: 25 cases Sample required: 12 each	75 cases	\$ _____ per case	brand: _____ model: _____ case pack: _____ minimum order: _____

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

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

Signature(s)

Date