The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
Bureau of Procurement and Materials Management
1450 N.E. 2nd Avenue, Room 352
Miami, Fl. 33132

Direct All Inquiries To
Procurement Management Services
R. Johnson
PHONE: (305) 995-2361
TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

BID/RFP No.: 063-FF03

BID/RFP TITLE: FROZEN PIZZA PRODUCTS

Date: 09/19/2006

Addendum No. 2

This addendum modifies the conditions of the above referenced BID/RFP as follows:

1) Modify Format B Excel Spreadsheet (Items on Bid), including the addition of Items 7-12. Bidders are reminded to submit the most recent version of the Format B with their bid submission.
2) Modify Special Conditions #13 to include BALANCE OF LINE ITEMS Section to bid.
3) Bidders are reminded to review all bid documents, including special conditions, specifications, and attachments before submitting their bid proposal.
4) Opening Date changed to October 3, 2006 at 2:00 p.m. EDT.

The attached pages containing clarifications, additional information and requirements constitutes an integral part of the referenced bid.

1. If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.

I acknowledge receipt of Addendum Number

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____
OF AUTHORIZED REPRESENTATIVE

NAME (Typed)- _____ TITLE: _____
OF AUTHORIZED REPRESENTATIVE

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Miami-Dade County Public Schools
giving our students the world

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

Direct all inquiries to Procurement Management Services:

BUYER NAME: R. JOHNSON
E-MAIL ADDRESS: rhjohnson@dadeschools.net
PHONE: (305) 995 - 2361
FAX NUMBER (305) 523 - 3362
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 063-FF03

BID TITLE FROZEN PIZZA PRODUCTS - REVISION 2

Bids will be accepted until 2:00 PM on October 3, 2006 in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for 180 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

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

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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

Refer to **INSTRUCTIONS TO BIDDERS,** para. VII., and VI.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

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

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

Legal Name of Vendor _____

Mailing Address _____

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

Telephone No. _____ ***E-mail address*** _____

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

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

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:

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

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

2. Awards of $500,000 or Less

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

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

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

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

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

VIII. SAMPLES

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

IX. SUBSTITUTIONS

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

X. PACKAGING

A. 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 STATE/FEDERAL REGULATIONS

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

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

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

XVII. COMPLIANCE WITH LAWS

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement (bid), agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. ***Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.***

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

FROM: _____
_____
_____

AFFIX
POSTAGE
HERE

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

BID NO.: 063-FF03
BID TITLE: FROZEN PIZZA PRODUCTS - REVISION 2
BID OPENING DATE: October 3, 2006

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

NOTICE OF PROSPECTIVE BIDDERS

NO BID

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

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

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

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

Signature _____
Title _____
Company_____

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

Vendor Information Sheet

1A. _____

Federal Employer Identification Number

Or _____

Owner's Social Security Number

1B. _____

Name of Firm, Individual(s), Partners or Corporation

_____

Street Address

_____

City State Zip Code

2. Telephone/Fax/Contact Person

_____

Telephone number

_____

Fax number

_____

Contact Person

_____

E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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

Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT JL: Bid Number 063-FF03
FROZEN PIZZA PRODUCTS

SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by_____
(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this
(Print individual's name and title)

sworn statement on behalf of _____.
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____(*eg*. a private bus Type of entity service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.

7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.

9. I understand that any costs and fees associated with the required background screening will be borne by my company.

10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMIDADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

_____
(Signature)

Sworn to and subscribed before me this _____ day or _____, 20___.

Personally known _____ _____

OR Produced Identification _____

Notary Public -State of _____

_____
(Type of Identification)

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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

BID	BUYER	PAGE
063-FF03	R. JOHNSON	SC 1

FROZEN PIZZA PRODUCTS

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract for the purchase and delivery of frozen pizza and bakery products at a single firm fixed price per item for the Department of Food and Nutrition. The term of the bid shall be from date of award through **November 2, 2007,** and by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee, upon final approval, be extended for three (3) additional one year periods and, if needed, one hundred eighty (180) days beyond the expiration date of the current contract period. After the initial Bid period, all subsequent extension periods shall conclude at the end of the business week. M-DCPS, through Procurement Management Services, may, if considering extending this contract, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon. The successful bidder(s) agree(s) to this condition by signing its bid.

2. **QUESTIONS AND COMMENTS SUBMISSION:**
   A. **All comments or questions regarding this solicitation <u>must</u> be faxed or e-mailed no later than 2 p.m. on September 11, 2006** to: Mr. Robert Johnson, Buyer, M-DCPS Procurement Management Services at Fax number: (305) 523-3362 or via E-mail at rhjohnson@dadeschools.net

   B. Responses to questions will be posted to M-DCPS's website and it is the responsibility of the bidder(s) to monitor this site for posting of response(s). The website link is the following:

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

   At the website, click on "General Information", then click on "Bid Solicitation" and find this bid number to proceed. A link is provided to address all inquiries involved titled "Q&A."

3. **AWARD: Contract will be awarded to vendor(s) meeting specifications and providing the lowest bid for each item as determined by Procurement Management Services and the Department of Food and Nutrition.**

   A. <u>The items listed on "Format B" are specified and in order to be considered for award of item(s), each vendor must bid only the items listed **in the FORMAT B Excel Spreadsheet.** Bidder(s) are to follow the format listed below when they are submitting their bid proposal:</u>

      1. All required information on the Format B, including the price, brand, and weight, if required, for each item.
      2. Vendor(s) must deliver to the designated M-DCPS warehouse location(s) provided to them upon award. Additional delivery locations may be added by the Department of Food & Nutrition and/or Procurement Management Services.

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

   C. Foreign products:
      - If product is not available as produced in the U.S.A., the foreign product(s) must be submitted as an alternate and shall specify country of origin.
      - All foreign products must be inspected for wholesomeness as well as grades, and origin of product must be so noted on grade certificates.

SPECIAL CONDITIONS: CONTINUED

- All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or through the USDA by the Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

4. **U.S.D.A. COMMODITY INVENTORIES:** The bid award quantities for specific items listed in the bid may not be utilized if USDA commodities become available during the term of this bid or any extension period of this bid. USDA Commodity foods are a PRIORITY usage item for M-DCPS. **M-DCPS reserves the right to incorporate U.S.D.A. commodities into the bid award items.** Awarded vendors may be requested to incorporate M-DCPS U.S.D.A. commodity items into their awarded bid item(s). By the vendor's submittal of a bid offer, they are agreeing that they can and will process any M-DCPS U.S.D.A. commodity item(s) as directed by Procurement Management Services and the Department of Food and Nutrition. **Vendors are requested to submit an approved EPDS or SEPDS contract for U.S.D.A. Processing with their bid submission or no later than five (5) days after request by M-DCPS.** The awarded vendor(s) will invoice M-DCPS according to the terms stated in Attachment FS: Food Service Accounting Specifications.

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

6. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. **Estimated quantities are based on the length of <u>the initial award period.</u> M-DCPS is not obligated to place an order for any item(s) or given amount, subsequent to the award of this bid.** The bid award quantities for specific item(s) listed in the bid may not be utilized if M-DCPS utilizes opportunity buys and/or special buys as defined in **Section Sixteen (16) titled, "Deliveries and/or Purchase of Additional Items"** of the special conditions contained herein to meet the needs of M-DCPS**.**

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

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

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

SPECIAL CONDITIONS: CONTINUED

10. DATA PROCESSING / ACCOUNTS PAYABLE INFORMATION:

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

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

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

11. PRICING: It is expected that the prices submitted shall remain firm for the entire contract period, as stated above. However, fluctuating market conditions during the contract period may affect the ability of a vendor to maintain the original bid prices for the entire contract period.

Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market to be effective with the start of each subsequent renewal period, if the bid is extended beyond the original term. If the request(s) is/are approved by Procurement Management Services, these changes would take effect on the start of the renewal period(s) respectively.

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

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

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

D. Procurement Management Services may request the bidder to adjust their prices at any time during the award period, due to fluctuating market conditions, which produces conditions deemed favorable and to be in the best interest of M-DCPS.

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

SPECIAL CONDITIONS: CONTINUED

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

A. Deliveries of all items awarded are to begin on or after effective date of award, or as indicated by each approved M-DCPS designated warehouse site.

B. Prices listed on the Format B (items on bid) shall include delivery to the designated M-DCPS warehouse site(s).

C. Late deliveries may be refused. **See Special Conditions #14 for additional information regarding late deliveries.**

D. BALANCE OF LINE ITEMS: The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Delivery of unauthorized items may result in non-payment of invoices. The successful bidder(s) may be requested to submit price quotation(s) for balance of line items, as determined by the Department of Food and Nutrition. M-DCPS Department of Food and Nutrition and Procurement Management Services can at its discretion decide to solicit and/or approve the awarded vendor(s) for non-awarded products in the category of food item in which they have been awarded. All quotations shall be kept on file throughout the term of this contract.

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

When the awarded vendor(s) is/are unable to meet the delivery as established by M-DCPS Department of Food and Nutrition, M-DCPS reserves the right to purchase on the open market to meet the menu cycle, as established by the Department of Food and Nutrition, and awarded vendor(s) shall pay the price difference between the original bid price and the price of the substituted food item(s) to M-DCPS, and the awarded vendor(s) may be recommended for default, as defined in **063-FF03 Specifications.**

15. SAMPLES: Bidder(s) listing an alternate product and/or brand(s) may be required to submit samples, to be evaluated according to the standards of the Department of Food and Nutrition. Samples shall be identical to the item(s) that is/are specified in the bid proposal. When a bidder(s) is/are requested to submit samples, each lot of samples shall be identified with (1) vendor's name, (2) bid number, (3) bid item number, (4) product name and number and (5) grade or size. Samples shall be submitted to:

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

SPECIAL CONDITIONS: CONTINUED

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

B. Bidder(s) shall include a self-addressed stamped envelope for return of sample receipt when submitting samples by mail or delivery service.

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

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

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

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

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

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

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

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

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

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

18. VENDOR INFORMATION SHEET: All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the bidder(s) not be awarded any new business. Vendor applications can be downloaded at: http://procurement.dadeschools.net/PDF/3921.pdf

SPECIAL CONDITIONS: CONTINUED

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

19. **OCCUPATIONAL LICENSE**: Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license(s) is/are requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award. "**Attachment JV: Affidavit of Joint Venture**" is requested be submitted with proposal, if applicable.

20. **HEALTH INSPECTION:** The Vendor is requested to provide a copy of the company's most recent health inspection report with its bid, inspected by the State of Florida, Department of Agriculture. Failure to submit this document may result in the vendor's bid not being considered for award. **M-DCPS reserves the right to inspect the vendor's operations facility and/or trucks.** Failure to maintain all required licenses and satisfactory inspection reports during the term of this agreement and subsequent renewal(s) may result in the awardee being defaulted.

21. **U.S.D.A. CERTIFICATION DOCUMENT AND STATE AUTHORIZATION: Vendor(s) is/are required to complete and to submit with their bid or within five (5) days of the request by M-DCPS, the U.S. Department of Agriculture Certification Form AD-1048 contained herein.** Awards exceeding $25,000 will not be made to Awarded Bidder(s) who has/have not submitted this form. **The manufacturer must be approved as an authorized processor for the State of Florida and requires vendor(s) to submit with their bid or within five (5) days of request by M-DCPS proof of documentation.** Failure to do so may result in the bid not being considered for award.

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

23. **PURCHASES BY OTHER M-DCPS FACILITIES:** Miami-Dade County Public Schools reserves the right to purchase items for other facilities or programs from this bid.

24. **CREDIT CARDS:** Some orders, if authorized by M-DCPS policy, may be placed utilizing a district issued credit card as the form of payment. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours) and eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number or as per any future district requirements as may be promulgated. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery.

SPECIAL CONDITIONS: CONTINUED

25. 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. ROBERT JOHNSON, BUYER, PROCUREMENT MANAGEMENT SERVICES
FAX #305-523-3362 E-MAIL: RHJOHNSON@DADESCHOOLS.NET

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO THE FOLLOWING
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

Also, the cone of silence information can be accessed at the M-DCPS Website:
http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

26. 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 and Materials Management website list all bids, addendums, and award information:
http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

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

In the event of a discrepancy in manufacturer code(s) and/or packaging on the electronic format, the bidder(s) shall so indicate on the printed copy, which will be used for the evaluation. The Bid file may be downloaded at the M-DCPS website listed below:
http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

Bids will be accepted until the time and date indicated on the Bidders Qualification Form, in Room351, of SBAB, 1450 NE 2nd Ave, Miami, FL 33132. Bids and or files will **not** be accepted by E-Mail. Bidders are requested to submit, with their bid package, all information requested in the attached specifications: Requested information for this bid includes:

- Signed Bidders Qualification Form.
- Bid Proposal Form.
- Approved EPDS and/or SEPDS contract for U.S.D.A. processing of commodities.
- Vendor Information Sheet.
- USDA Certification documents, where applicable
- Occupational License
- Any additional licenses, permits, or documents required as listed in the document "Bid #063-FF03: Specifications"
- ATTACHMENT JL: Sworn Statement Pursuant to Section 1012.465, Florida Statutes as Amended by HB 1877, The Jessica Lunsford Act
- *The Format B Excel files on CD-ROM, 3½" Floppy Disk or Jump Drive* in addition to the hard copy of the Bid Proposal Form (Format B). Please note that the Excel file can have multiple tabs.
- Attachment JV, if applicable.

SPECIAL CONDITIONS: CONTINUED

28. ERASURES OR CORRECTIONS: Bidders are requested to use permanent ink when completing the Bid Proposal Form.

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

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

Miami-Dade County Public Schools BID NUMBER 063-FF03
FROZEN PIZZA PRODUCTS SPECIFICATIONS

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

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

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

   B. The **Vendor(s)** who are awarded products that are listed in the Format B (Items on Bid) contained herein are required to deliver awarded products in hard frozen state at the designated M-DCPS Warehouse(s) and at other M-DCPS locations, as needed with the prior approval of Procurement Management Services and the Department of Food and Nutrition.

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

4. **CONTRACT TERMS AND CONDITIONS:**
   The **Vendor(s)** shall comply with and be subject to all terms and requirements as described in the **Instructions To Bidder, Bidder Qualification Form, Special Conditions, Food Service Accounting Specifications, Vendor(s) Specifications, and Jessica Lunsford Act** attached.

5. **GUARANTEES:**
   a. **Estimated purchases by M-DCPS: The estimated purchases provided in the bid proposal are for bidder's guidance only.** No guarantee is expressed or implied as to the estimated purchases that will be made during the contract period. The School Board of Miami-Dade County, Florida (M-DCPS) is not obligated to place an order for any given amount, subsequent to the award of this bid.

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

   c. **The Vendor(s) will not be permitted to purchase and/or deliver any brand or item not approved on the food requirements list, without prior approval from the Department of Food and Nutrition and the designated M-DCPS Buyer from Procurement Management Services.**

Miami-Dade County Public Schools BID NUMBER 063-FF03
FROZEN PIZZA PRODUCTS SPECIFICATIONS

6. **DELIVERY REQUIREMENTS:**

A. Deliveries are to be made as determined by the Department of Food and Nutrition.

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

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

D. The successful **Vendor(s)** must make plans for immediate recovery, should a truck breakdown, or other delay(s) occur during the delivery day. The **Vendor(s)** will be responsible for contacting both the Department of Food and Nutrition and the designated M-DCPS warehouse manager(s), should any delivery delays occur.

E. The **Vendor(s)** must have delivery capability for emergencies that are defined, but not limited to theft, product recall, refrigeration / freezer breakdown and food spoilage. Special orders are defined, but not limited to: special functions / activities and additional deliveries needed due to limited storage space.

7. **Food items shall meet <u>all</u> Miami-Dade County Public Schools bid specifications. Failure of Vendor(s) to ensure that all food items are received according to specifications shall be considered as non-performance of contract responsibilities and may result in default of contract, as defined in the Instructions To Bidders, V. E. DEFAULT.**

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

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

A. Submit all reports on a timely basis as requested.
B. Maintain proper communications with the M-DCPS Procurement Management Services Buyer, the Department of Food and Nutrition and/or the Department of I.T.S. of all problems and/or situations, which may or will affect scheduled deliveries to the schools.
C. Schedule procurement of food items to meet forecasted menu requirements.
D. Submit invoices on a timely manner in the format requested.
E. Make every attempt to resolve issues such as delivery, billing, damaged product, shortages, etc., in a timely manner.

ATTACHMENT FS: BID NO. 063-FF03
FROZEN PIZZA PRODUCTS
MIAMI-DADE COUNTY PUBLIC SCHOOLS- Miami, Florida

FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, INVOICES AND STATEMENTS:
MIAMI-DADE COUNTY SCHOOL AND WAREHOUSES ARE OPERATED UNDER A CENTRAL SYSTEM. INVOICES FOR THE PURCHASES OF FOOD AND MISCELLANEOUS SUPPLIES MADE BY THESE SITES ARE UNDER THE CENTRAL SYSTEM AND ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT-FOOD SERVICE SECTION.

TO FACILITATE THE HANDLING OF THESE INVOICES, IT IS MOST IMPORTANT FOR ALL VENDORS TO ADHERE TO THE FOLLOWING INSTRUCTIONS:

1. THE ORIGINAL PURCHASE ORDER NUMBER AND THE WORK LOCATION FOR EACH M-DCPS WAREHOUSE SITE MUST BE LISTED ON EACH INVOICE.

   THE SUCCESSFUL VENDOR WILL RECEIVE A LIST OF DESIGNATED M-DCPS WAREHOUSE SITES WITH CODE NUMBERS. (THIS LIST MAY BE REVISED AS CHANGES OCCUR).

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

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

3. VENDOR MUST ISSUE TICKETS AND CREDIT MEMOS IN QUADRUPLICATE AND ALL FOUR (4) COPIES MUST BE SIGNED BY THE DESIGNATED M-DCPS MANAGER AS FOLLOWS:

   (A) TWO (2) COPIES LEFT WITH MANAGER AT TIME OF DELIVERY.

   (B) TWO (2) TO BE RETURNED TO THE VENDOR.

   (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS WITH ONE SIGNED DELIVERY TICKET ATTACHED, DIRECT TO FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. ALL TICKET SUPPORTING WEEKLY STATEMENTS MUST BE IN EXACT AGREEMENT WITH COPY OF DELIVERY TICKETS LEFT WITH MANAGER. IF, FOR ANY REASON, IT IS NECESSARY TO MAKE A CHANGE ON A DELIVERY TICKET, MAKE ADDITIONAL CHARGE OR CREDIT MEMO.

ATTACHEMENT FS: BID NO. 063-FF03 (CONTINUED)
MIAMI-DADE COUNTY PUBLIC SCHOOLS- Miami, Florida
FOOD SERVICE ACCOUNTING SPECIFICATION

4. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY DRIVER ON ALL FOUR (4) COPIES OF DELIVERY OR PICKUP TICKETS.
   (A) TWO (2) COPIES LEFT WITH THE MANAGER AT TIME OF PICKUP.
   (B) TWO (2) COPIES TO RETURNED TO VENDOR WITH MANAGERS SIGNATURE.
   (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS WITH ONE SIGNED DELIVERY TICKET ATTACHED. DIRECT TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. ALL TICKET SUPPORTING WEEKLY STATEMENTS MUST BE IN EXACT AGREEMENT WITH COPY OF DELIVERY TICKET. MAKE ADDITIONAL CHARGE OR CREDIT MEMO.

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

DO NOT MAIL STATEMENT TO INDIVIDUAL SCHOOL LUNCHROOMS

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

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

5. PAYMENT FOR GOODS AND SERVICES OTHER THAN CONSTRUCTION SERVICES IS 45 DAYS FROM DATE OF INVOICE. VENDORS MAY INVOKE FLORIDA STATE STATUE 218.70 AND 218.74, PROVIDED PAYMENT HAS NOT BEEN MADE ON A TIMELY BASIS.

6. WHEN M-DCPS COMMODITY ITEM(S) ARE BEING USED FOR BID ITEM(S), MDCPS WILL UTILIZE NET OFF INVOICING OR MODIFIED FEE FOR SERVICE FOR THE AWARDED BID PRICING FOR ITEMS. ALL VENDORS SUBMITTING A BID ON THESE ITEMS MUST INCLUDE AN APPROVED EPDS OR SEPDS CONTRACT FOR USDA PROCESSING WITH THEIR BID SUBMISSION.

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form | **Bid No. 063-FF03** | **FROZEN PIZZA PRODUCTS**

Bid sheet must be received at SBAB Rm.351 no later than 2:00 P.M. on the bid opening date. | **Revised 09/19/2006-Addendum 2** | **BUYER: R. Johnson**

PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas.

Bidder(s) agree(s) they can process any M-DCPS U.S.D.A. commodity item(s) as directed by Procurement Management Services and the Department of Food and Nutrition according to the Special Conditions and Attachments of this bid.

FORMAT B

FROZEN PIZZA PRODUCTS

BIDDER: **TYPE YOUR COMPANY NAME HERE….**

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit			Unit Price	Total Price
1	**PIZZA, CHEESE, FROZEN FULLY COOKED**	**1,200,000**	**Brand:**				**$**		$0.00
M-DCPS No.:	1883		Code Number:						
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: PIZZA SIZE 4" X 6" WITH + ¼" TOLERANCE IN BOTH DIMENSIONS. EACH INDIVIDUAL PORTION SHOULD BE UNIFORM IN SIZE AND SHAPE. WEIGHT SHALL BE NOT LESS THAN **4.5 OUNCES** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:						
CN LABEL:	**CN LABEL # REQUIRED. MAXIMUM 0.5 GRAMS OF TRANS FAT. MUST NOT EXCEED 35 % TOTAL CALORIES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.**		Portion Size:		**OZ**				
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF **1.5 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION . COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.		Total Case Weight:		**LB**				
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A MINIMUM OF 1.0 OUNCE.		# Cases:.	#DIV/0!					
CRUST:	IS TO BE THE THIN CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00					
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE								
Approved Brand 1	**Brands Meeting Item Specifications**								
Unit:	PORTION								
2	**STUFFED CRUST CHEESE PIZZA, FROZEN WEDGE CUT**	**1,200,000**	**Brand:**				**$**		$0.00
M-DCPS No.:	1931		Code Number:						
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: MINIMUM PORTION WEIGHT 5.65 OUNCES. TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:						
CN LABEL:	**CN LABEL # REQUIRED. MAXIMUM 0.5 GRAMS OF TRANS FAT. MUST NOT EXCEED 35 % TOTAL CALORIES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.**		Portion Size:		**OZ**				
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF 1.5 OUNCES OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION . COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.		Total Case Weight:		**LB**				
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A MINIMUM OF 1.0 OUNCE.		# Cases:.	#DIV/0!					
CRUST:	CRUST EDGE TO BE STUFFED WITH CHEESE, PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00					
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE								
Approved Brand 1	**Brands Meeting Item Specifications**								
Unit:	PORTION								

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	Bid No. 063-FF03	FROZEN PIZZA PRODUCTS
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Bidder(s) agree(s) they can process any M-DCPS U.S.D.A. commodity item(s) as directed by Procurement Management Services and the Department of Food and Nutrition according to the Special Conditions and Attachments of this bid.		FROZEN PIZZA PRODUCTS

BIDDER: TYPE YOUR COMPANY NAME HERE….

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit		Unit Price	Total Price
3	**FRENCH BREAD CHEESE PIZZA, FROZEN**	1,200,000	**Brand:**			$		$0.00
M-DCPS No.:	1888		Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: FRENCH BREAD SIZE IS APPROXIAMATELY 6" X 3 1/2 ". MINIMUM PORTION WEIGHT **4.8 OUNCES** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL:	**CN LABEL # REQUIRED. MAXIMUM 0.5 GRAMS OF TRANS FAT. MUST NOT EXCEED 35 % TOTAL CALORIES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.**		Portion Size:		**OZ**			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF 1.5 OUNCES OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION . COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.		Total Case Weight:		**LB**			
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A MINIMUM OF 1 OUNCE.		# Cases:.	#DIV/0!				
			CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 PORTIONS TO MAXIMUM 96 PORTIONS PER CASE							
Approved Brand 1	**Brands Meeting Item Specifications**							
Unit:	PORTION							
4	**WEDGE CUT PIZZA, FROZEN FULLY COOKED**	1,200,000	**Brand:**			$		$0.00
M-DCPS No.:	1887		Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: MINIMUM OF **4.5 OUNCES** PER SLICE. TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL:	**CN LABEL # REQUIRED. MAXIMUM 0.5 GRAMS OF TRANS FAT. MUST NOT EXCEED 35 % TOTAL CALORIES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.**		Portion Size:		**OZ**			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF 1.5 OUNCES OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION . COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.		Total Case Weight:		**LB**			
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A MINIMUM OF 1.0 OUNCE.		# Cases:.	#DIV/0!				
CRUST:	IS TO BE THE THIN CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 PORTIONS TO MAXIMUM 96 PORTIONS PER CASE							
Approved Brand 1	**Brands Meeting Item Specifications**							
Unit:	PORTION							

Original 08/10/2006
Revised 09/14/2006
2nd Revision 09/19/2006

Prepared by R. Johnson-Procurement Management Services

Reviewed By C. Chong-Food and Nutrition

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	Bid No. 063-FF03	FROZEN PIZZA PRODUCTS
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BIDDER: TYPE YOUR COMPANY NAME HERE….

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit		Unit Price	Total Price
5	PIZZA, CHEESE 5" ROUND, FROZEN FULLY COOKED	1,200,000	Brand:			$		$0.00
M-DCPS No.:	1868		Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: MINIMUM OF 5.9 OUNCES PER SLICE. TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL:	**CN LABEL # REQUIRED, MAXIMUM 0.5 GRAMS OF TRANS FAT. MUST NOT EXCEED 35 % TOTAL CALORIES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.**		Portion Size:		OZ			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF 1.5 OUNCES OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION . COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.		Total Case Weight:		LB			
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A MINIMUM OF 1.0 OUNCE.		# Cases:.	#DIV/0!				
CRUST:	IS TO BE THE THIN CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 PORTIONS TO MAXIMUM 96 PORTIONS PER CASE							
Approved Brand 1	**Brands Meeting Item Specifications**							
Unit:	PORTION							
6	PIZZA, CHEESE 5" ROUND, FROZEN FULLY COOKED WITH CHEESE SUBSTITUTE	1,200,000	Brand:			$		$0.00
M-DCPS No.:	1857		Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: MINIMUM OF 5.9 OUNCES PER SLICE. TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL:	**CN LABEL # REQUIRED, MAXIMUM 0.5 GRAMS OF TRANS FAT. MUST NOT EXCEED 35 % TOTAL CALORIES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.**		Portion Size:		OZ			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF 1.5 OUNCES OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION . COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.		Total Case Weight:		LB			
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A MINIMUM OF 1.0 OUNCE.		# Cases:.	#DIV/0!				
CRUST:	IS TO BE THE THIN CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 PORTIONS TO MAXIMUM 96 PORTIONS PER CASE							
Approved Brand 1	**Brands Meeting Item Specifications**							
Unit:	PORTION							

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form | **Bid No. 063-FF03** | **FROZEN PIZZA PRODUCTS**

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Bidder(s) agree(s) they can process any M-DCPS U.S.D.A. commodity item(s) as directed by Procurement Management Services and the Department of Food and Nutrition according to the Special Conditions and Attachments of this bid.

FORMAT B

FROZEN PIZZA PRODUCTS

BIDDER: **TYPE YOUR COMPANY NAME HERE….**

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit			Unit Price	Total Price
7	**PIZZA, CHEESE, FROZEN FULLY COOKED, REDUCED FAT**	**1,200,000**	**Brand:**				**$**		$0.00
M-DCPS No.:			Code Number:						
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: PIZZA SIZE 4" X 6" WITH + 1/4" TOLERANCE IN BOTH DIMENSIONS. EACH INDIVIDUAL PORTION SHOULD BE UNIFORM IN SIZE AND SHAPE. WEIGHT SHALL BE NOT LESS THAN **4.5 OUNCES** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:						
CN LABEL	CN LABEL # REQUIRED. **MAXIMUM 0.3 GRAMS OF TRANS FAT. MUST NOT EXCEED 30% TOTAL CALORIES FROM FAT.** MSG IS NOT PERMITTED IN PRODUCT.		Portion Size:		**OZ**				
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF **1.40 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION. **COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.**		Total Case Weight:		**LB**				
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A **MINIMUM OF 1.0 OZ.**		# Cases:.	#DIV/0!					
CRUST:	IS TO BE THE THIN CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00					
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE **PREFERRED**								
Approved Brand 1	**Brands Meeting Item Specifications**								
Evaluation Unit:	PORTION								
8	**STUFFED CRUST CHEESE PIZZA, FROZEN WEDGE CUT, REDUCED FAT**	**1,200,000**	**Brand:**				**$**		$0.00
M-DCPS No:			Code Number:						
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: **MINIMUM PORTION WEIGHT 5.65 OUNCES.** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:						
CN LABEL:	CN LABEL # REQUIRED. **MAXIMUM 0.3 GRAMS OF TRANS FAT. MUST NOT EXCEED 30% TOTAL CALORIES FROM FAT.** MSG IS NOT PERMITTED IN PRODUCT.		Portion Size:		**OZ**				
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF **1.40 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION. **COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.**		Total Case Weight:		**LB**				
SAUCE:	IT TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A **MINIMUM OF 1.0 OUNCE.**		# Cases:.	#DIV/0!					
CRUST:	CRUST EDGE TO BE STUFFED WITH CHEESE, PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00					
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE **PREFERRED**								
Approved Brand 1	**Brands Meeting Item Specifications**								
Evaluation Unit:	PORTION								

Original 08/10/2006
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Prepared by R. Johnson-Procurement Management Services

Reviewed By C. Chong-Food and Nutrition

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	Bid No. 063-FF03	FROZEN PIZZA PRODUCTS
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BIDDER: TYPE YOUR COMPANY NAME HERE….

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit		Unit Price	Total Price
9	**FRENCH BREAD CHEESE PIZZA, FROZEN, REDUCED FAT**	1,200,000	**Brand:**			$		$0.00
M-DCPS No.:			Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: FRENCH BREAD SIZE IS APPROXIMATELY 6" X 3 1/2". **MINIMUM PORTION WEIGHT 4.8 OZ** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL	CN LABEL # REQUIRED. **MAXIMUM 0.3 GRAMS OF TRANS FAT. MUST NOT EXCEED 30% TOTAL CALORIES FROM FAT.** MSG IS NOT PERMITTED IN PRODUCT.		Portion Size:		OZ			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF **1.18 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION.**COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.**		Total Case Weight:		LB			
SAUCE:	IS TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A **MINIMUM OF 1 OUNCE.**		# Cases:.	#DIV/0!				
CRUST:	IS TO BE A 6" LONG HALF LOAF FRENCH BREAD STYLE CRUST, PRE-COOKED AND PRE-PORTIONED, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVINGS WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE **PREFERRED**							
Approved Brand 1	**Brands Meeting Item Specifications**							
Evaluation Unit:	PORTION							
10	**WEDGE CUT PIZZA, FROZEN FULLY COOKED, REDUCED FAT**	1,200,000	**Brand:**			$		$0.00
M-DCPS No.:			Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: **MINIMUM OF 4.5 OUNCES PER SLICE** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL	CN LABEL # REQUIRED. **MAXIMUM 0.3 GRAMS OF TRANS FAT. MUST NOT EXCEED 30% TOTAL CALORIES FROM FAT.** MSG IS NOT PERMITTED IN PRODUCT**.**		Portion Size:		OZ			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF **1.40 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION. **COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.**		Total Case Weight:		LB			
SAUCE:	IT TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A **MINIMUM OF 1.0 OUNCE.**		# Cases:.	#DIV/0!				
CRUST:	IS TO BE THE THIN CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE **PREFERRED**							
Approved Brand 1	**Brands Meeting Item Specifications**							
Evaluation Unit:	PORTION							

Original 08/10/2006
Revised 09/14/2006
2nd Revision 09/19/2006

Prepared by R. Johnson-Procurement Management Services

Reviewed By C. Chong-Food and Nutrition

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	Bid No. 063-FF03	FROZEN PIZZA PRODUCTS
Bid sheet must be received at SBAB Rm.351 no later than 2:00 P.M. on the bid opening date.	Revised 09/19/2006-Addendum 2	BUYER: R. Johnson
PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas.		FORMAT B
Bidder(s) agree(s) they can process any M-DCPS U.S.D.A. commodity item(s) as directed by Procurement Management Services and the Department of Food and Nutrition according to the Special Conditions and Attachments of this bid.		FROZEN PIZZA PRODUCTS

BIDDER: TYPE YOUR COMPANY NAME HERE….

Item	Description	ESTIMATED Quantity		Detail of Item Description	Unit		Unit Price	Total Price
11	**PIZZA, CHEESE 5" ROUND, FROZEN FULLY COOKED, REDUCED FAT**	1,200,000	**Brand:**			$		$0.00
M-DCPS No.:			Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: **MINIMUM OF 5.9 OUNCES PER PIZZA** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL	CN LABEL # REQUIRED. MAXIMU**M 0.3 GRAMS** OF TRANS FAT. MUST NOT EXCEED **30% TOTAL CALORI**ES FROM FAT. MSG IS NOT PERMITTED IN PRODUCT.		Portion Size:		**OZ**			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM O**F 1.40 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION. **COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.**		Total Case Weight:		**LB**			
SAUCE:	IT TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A **MINIMUM OF 1.0 OUNCE.**		# Cases:.	#DIV/0!				
CRUST:	IS TO BE THE **DEEP-DISH** CRISPY TYPE, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE **PREFERRED**							
Approved Brand 1	**Brands Meeting Item Specifications**							
Evaluation Unit:	PORTION							
12	**PIZZA, CHEESE 5" ROUND, FROZEN FULLY COOKED WITH CHEESE SUBSTITUTE, REDUCED FAT**	1,200,000	**Brand:**			$		$0.00
M-DCPS No.:			Code Number:					
Specifications:	PRODUCT IS TO CONSIST OF THE FOLLOWING: MINIMUM OF **5.9 OUNCES PER PIZZA** TO MEET 2.0 OZ. OF EQUIVALENT MEAT/MEAT ALTERNATE SERVINGS.		Portions per case:					
CN LABEL	CN LABEL # REQUIRED. **MAXIMUM 0.3 GRAMS OF TRANS FAT. MUST NOT EXCEED 30% TOTAL CALORIES FROM FAT.** MSG IS NOT PERMITTED IN PRODUCT.		Portion Size:		**OZ**			
CHEESE:	WEIGHT OF CHEESE IS TO BE MINIMUM OF **1.40 OUNCES** OF 100% LOW MOISTURE PART SKIM MOZZARELLA CHEESE PER PORTION. **COMPOSITION OF PROTEIN TO MEET 2M/MA MUST BE STATED IN INGREDIENTS.**		Total Case Weight:		**LB**			
SAUCE:	IT TO BE A MILD TO MEDIUM SEASONED TOMATO SAUCE. THE WEIGHT OF THE SEASONED COOKED TOMATO SAUCE SHALL BE A **MINIMUM OF 1.0 OUNCE.**		# Cases:.	#DIV/0!				
CRUST:	**IS TO BE THE DEEP-DISH TYPE**, PRE-COOKED AND PRE-CUT, TO PROVIDE A MINIMUM OF 2 CN BREAD SERVING WITH A MINIMUM OF 1 CN BREAD SERVING OF WHOLE GRAIN FLOUR.		CASE PRICE	$0.00				
Pack Size:	MINIMUM 60 TO MAXIMUM 96 PER CASE **PREFERRED**							
Approved Brand 1	**Brands Meeting Item Specifications**							
Evaluation Unit:	PORTION							

Original 08/10/2006
Revised 09/14/2006
2nd Revision 09/19/2006

Prepared by R. Johnson-Procurement Management Services

Reviewed By C. Chong-Food and Nutrition

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Instructions for Certification

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

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

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

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

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

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

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

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

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

ATTACHMENT JV: AFFIDAVIT OF JOINT VENTURE

Miami-Dade County Public Schools (M-DCPS) Bid #063-FF03 FROZEN PIZZA PRODUCTS

State of Florida) *SS.*
County of Miami-Dade)

Before me, the undersigned authority, personally appeared_____
and _____ (called "Affiants"), who being first respectively duly sworn, depose and say:

1. Affiants as officers or principals of the undersigned entities, are representatives of the joint venture known as_____ located at _____ ____ and is duly authorized to file this affidavit on behalf of the joint venture.

2. Affiants state that the joint venture is registered or certified to engage in business in the state of Florida and bears the registration or certification No. _____, dated _____ and issued at _____.

3. Affiants are filing this affidavit of joint venture as required for pre-qualification to bid on Miami-Dade County School Board Project No. Bid **063-FF03 Frozen Pizza Products.**

4. A true copy of the Joint Venture Agreement is attached as Exhibit "JV". Said Joint Venture Agreement is in full force and effect and has not been modified, amended, changed or rescinded in any manner and the sole parties having interest in said Joint Venture Agreement are Affiants and the entities they represent as indicated below.

_____
Signature Date
(Print name of company and title)

_____
Signature Date
(Print name of company and title)

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public State of
_____

My commission expires
_____
(Printed, typed or stamped commissioned name of notary public)

(Notary Seal)