The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
Procurement Management Services
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 ADDENDUM

BID No.: 067-FF03

BID TITLE: SPECIALTY BAKERY PRODUCTS

Date: 06/13/2006
Addendum No. 1

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

1) **Correction on the Excel spreadsheet on the Bid Proposal Form (Format B) in calculation of formula for items B01 and B02.**

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

FM-4354 Rev. (07-98)

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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. 067-FF03

BID TITLE SPECIALTY BAKERY PRODUCTS

Bids will be accepted until 2:00 PM on June 20, 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 Bids may not be withdrawn for 180 days after opening.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 <u>who are permitted access on school grounds when students are present, who have direct contact with students</u> or who have access to or control of school funds <u>must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes</u>, 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.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

FROM: _____
_____
_____

AFFIX
POSTAGE
HERE

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

BID NO.: 067-FF03
BID TITLE: SPECIALTY BAKERY PRODUCTS
BID OPENING DATE: June 20, 2006

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Bureau of Procurement and Materials Management

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 067-FF03
SPECIALTY BAKERY 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)

ATTACHMENT JV: AFFIDAVIT OF JOINT VENTURE

Miami-Dade County Public Schools (M-DCPS) Bid #067-FF03 SPECIALTY BAKERY 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. **088-EE03, A-LA-CARTE Program.**

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)

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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

BID	BUYER	PAGE
067-FF03	R. JOHNSON	SC 1

SPECIALTY BAKERY PRODUCTS

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract for the purchase and delivery of fresh specialty 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 **June 30, 2007,** and by mutual agreement between The School Board of Miami-Dade County Public Schools (M-DCPS) and the awardee, upon final approval, be extended for three (3) additional one (1) year periods and, if needed, up to 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. **AWARD:** To be considered for award, bids must be based upon the conditions and specifications contained herein. Award will be based upon vendor(s) meeting specifications and when the cost is within the acceptable cost range for that item, as determined by the Department of Food and Nutrition.

   This bid may be awarded to multiple vendors, and each individual high school/vocational school electing to participate in this program shall select the vendor(s) of their choice for product purchases.

   The Department of Food and Nutrition and Procurement Management Services may authorize awarded vendor(s) to service middle schools and additional M-DCPS sites in addition to the high schools/vocational schools listed in **Bid 067-FF03 Attachment SS: M-DCPS Listing of Secondary Schools**.

   All bidder(s) prices must remain the same as originally bid and must remain firm for the duration of the contract. All vendors agree to this condition by signing their bid. M-DCPS requests each vendor to fill out on the Bid Proposal Form (Format B) Excel Worksheet in electronic form and submit this Excel file on CD-ROM, 3½" Floppy Disk, or Jump Drive in addition to a hard copy of the Bid Proposal Form (Format B).

3. **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.

4. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. **Estimated quantities are based on the length of the initial award period. M-DCPS is not obligated to place an order for any item(s) or given amount, subsequent to the award of this bid.** The bid award quantities for specific item(s) listed in the bid may not be utilized if M-DCPS utilizes opportunity buys and/or special buys as defined in **Section Nine (9) titled, "Deliveries and/or Purchase of Additional Items"** of the special conditions contained herein to meet the needs of M-DCPS**.**

5. **DEFAULT:** The supplier(s) shall inform the purchaser of any problems or delays in providing the awarded item(s) as required. M-DCPS shall consider repetitive non-deliveries, late deliveries, and/or deliveries of products not meeting specifications to be a default of contract and may result in a termination of the contract with the pertinent default penalty imposed as defined in Instructions to Bidders Section VI. E.

SPECIAL CONDITIONS: CONTINUED

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

7. **DELIVERIES:** Successful bidder(s) must have items available for delivery 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. The awarded bidder(s) must be able to deliver to all high schools in Miami-Dade County, Florida. **Attachment SS: M-DCPS Listing of Secondary Schools** is provided to assist the bidder(s) in understanding the scope and scheduling needed to service this bid solicitation. The following items listed below applies to all deliveries awarded on this bid solicitation:

   (a) **Deliveries in excess of authorized purchased amount will be unauthorized, and may not be approved for payment.**

   (b) **Under no circumstances are vendors to accept orders from elementary school locations without authorization from the Department of Food and Nutrition.**

   (c) **The Department of Food and Nutrition and Procurement Management Services may authorize awarded vendor(s) to deliver to middle schools. Vendor(s) are not allowed to contact or to accept orders from middle school locations until directed by the Department of Food and Nutrition and Procurement Management Services.**

   (d) **Acceptance of orders from any location not approved may result in non-approval of invoice payment by the Department of Food and Nutrition.**

   (e) **The determination to purchase approved items awarded on this bid will be at the discretion of each individual school principal, and/or food service manager.**

   The purchase of approved items awarded on this bid will be at the discretion of each individual school principal, and/or food service manager. Orders and/or deliveries will be set up between each individual school and approved vendor(s). Product to be delivered in packaging that insures freshness and protects against damage to product. Schools may require multiple deliveries throughout the serving period. It will be up to each Food Service Manager to determine the delivery time and the number of deliveries needed.

8. **LATE DELIVERIES/NON- DELIVERY:** Timely delivery of all orders is expected of the **awarded vendor(s)** to all delivery sites within M-DCPS. If unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, M-DCPS Procurement Management Services reserves the right to assess a penalty payment to the awarded vendor for each instance in the amount of one hundred dollars ($100) for the instance per route. M-DCPS reserves the right to refuse a late delivery and will assume no financial obligation if M-DCPS refuses to receive the late delivered items.

   When the awarded vendor is 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 the supplier shall pay the awarded vendor the price difference between the original bid price and the price of the substituted food item(s), and the supplier may be recommended for default.

SPECIAL CONDITIONS: CONTINUED

9. DELIVERIES AND/OR PURCHASE OF ADDITIONAL ITEMS:

M-DCPS DEPARTMENT OF FOOD AND NUTRITION AND PROCUREMENT MANAGEMENT SERVICES RESERVES THE AUTHORITY TO ADD OR DELETE ITEMS.

A. M-DCPS can at its discretion decide to utilize opportunity buys or special buys other than those items awarded on this bid to meet the needs of the Department of Food and Nutrition. These item(s) must meet the minimum specifications set by the Department of Food and Nutrition. **Opportunity buys** can include, but are not limited to one-time inventories of item(s) that are a result of a variety of circumstances: change of pack, overproduction, mislabeling, misinformation, or a test product that did not sell well. **Special buys** are inventories of item(s) that due to imperfections do not meet the standard for a manufacturer's #1 retail product. These products are to have only slight cosmetic imperfections.

B. 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. The Department of Food and Nutrition, upon approval by M-DCPS Procurement Management Services will have the final decision regarding the selection of the product to be used for the additional item(s) purchased.

C. Item(s) covered under Section 9B. above herein shall be delivered at the cost of the product as defined in Section 9D.

D. The cost of the bid item(s) is the price delivered to M-DCPS for the item per the defined unit (tray of 50, each, etc.) as indicated in this bid submission.

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

11. M/WBE PARTICIPATION

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

SPECIAL CONDITIONS: CONTINUED

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

12. **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.

13. **USAGE REPORTS:** The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school. This report shall be directed to the School Board of Miami-Dade County Florida, Department of Food and Nutrition, 7042 West Flagler Street, Miami, Florida 33144. This usage report is in addition to the statement described in the attached food service accounting specifications.

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

When a bidder(s) is/are requested to submit samples, each lot of samples shall be identified with:

i. vendor's name
ii. bid number
iii. bid item number
iv. product name and number
v. grade or size.

Samples shall be submitted to:
M-DCPS Department of Food and Nutrition
7042 West Flagler Street
Miami, Florida 33144
Telephone (786) 275 – 0400

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).

In addition, subsequent to the award of this bid, individual schools may request vendor(s) to submit one dozen (12 each) of each type of Specialty bread and pastries listed on this bid.

Each individual school may conduct evaluation of these samples. The evaluation committee may consist of food service personnel, Miami-Dade County Public Schools administrators and/or students. Please see Food Product Evaluation and Testing Procedures at the following website:
www.nutrition.dadeschools.net

SPECIAL CONDITIONS: CONTINUED

Arrangements for samples will be made between the Department of Food and Nutrition and the approved vendor(s). The Board will buy no samples and will assume no cost incidental thereto.

15. **SUBSTITUTIONS:** The successful awarded vendor(s) shall deliver only those brands and items awarded on this bid. In the event of an emergency, the successful awarded 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.

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

    http://procurement.dadeschools.net/PDF/3921.pdf

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

17. **OCCUPATIONAL LICENSE**: Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements.

    a. A copy of the license(s) is/are requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award. "**Attachment JV: Affidavit of Joint Venture**" is requested be submitted with proposal, if applicable.

18. **INSPECTION: 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.

19. **U.S.D.A. CERTIFICATION DOCUMENT:** Each and every awarded vendor is/are required to complete and to submit with their bid, the U.S. Department of Agriculture Certification Form contained herein. Failure to do so may result in the bid not being considered for award. Awards exceeding $25,000 will not be made to Awarded Bidder(s) who has/have not submitted this form.

20. **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.

SPECIAL CONDITIONS: CONTINUED

21. **CREDIT CARDS:** If authorized by M-DCPS policy, some orders 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.

22. **CHARTER SCHOOLS:** Items 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 any purchases that may be made by Charter Schools.

23. **PUBLIC RECORDS LAW:** It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Bids and Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

24. **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). The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

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

SPECIAL CONDITIONS: CONTINUED

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

ILEANA MARTINEZ, SCHOOL BOARD CLERK
MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE, ROOM 268B
MIAMI, FLORIDA 33132
FAX #305-995-1448
E-MAIL: MARTINEZ@DADESCHOOLS.NET

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 or other bid related information 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, Format B (Bid Proposal Form) on a CD-ROM, 3½" Floppy Disk, or Jump Drive with Bid Package. In addition, one printed copy of the Format B (Bid Proposal Form) is to be submitted as the bid, for evaluation.

    In the event of a discrepancy in manufacturer code(s) and/or packaging on the electronic format, the bidder(s) shall so indicate on the blank text boxes on the electronic format. Should the bidder(s) not be able to enter the discrepancy on the electronic format, the bidder shall so indicate the discrepancy on the printed copy. **The final printed copy of the Format B submitted with the bid documents will be used as the document for the evaluation process.**

    The complete bid file, including the Format B (Items on Bid) Excel Spreadsheet may be downloaded at the M-DCPS website listed below:

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

    then click on "Current Bids/RFP's Under the Cone of Silence". 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:

SPECIAL CONDITIONS: CONTINUED

Requested information for this bid includes:

a. Signed Bidders Qualification Form.
b. Bid Proposal Form.
c. Vendor Information Sheet.
d. USDA Certification documents
e. Occupational License
f. Nutritional Information or CN label, if applicable
g. Occupational License
h. **ATTACHMENT JL:** Sworn Statement-New Contracts, Pursuant to Section 1012.465, Florida Statutes as Amended by HB 1877, The Jessica Lunsford Act
i. **ATTACHMENT JV:** AFFIDAVIT OF JOINT VENTURE, if applicable
j. The Bid Proposal Form (Format B) Excel file on CD-ROM, 3½" Floppy Disk, or Jump Drive **in addition to the hard copy of the Bid Proposal Form (Format B).**

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

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

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

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form			Bid No. 067-FF03	SPECIALTY BAKERY PRODUCTS					
After award, Vendor(s) are selected by High Schools listed in Bid 067-FF03 ATTACHMENT SS: M-DCPS Listing of Secondary School Sites. Vendors <u>are not allowed</u> to contact Middle Schools listed in ATTACHMENT SS, as delivery to these sites and other locations will be determined by the Department of Food and Nutrition and Procurement Management Services, as needed.				BUYER: Robert Johnson					
PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas.				**SPECIALTY BAKERY PRODUCTS FORMAT B**					
BIDDER:	**TYPE IN YOUR NAME HERE….**								
Item	**Description**	**ESTIMATED Quantity**		**Detail of Item Description**	**Unit**	**Price per Evaluation Unit**		**Unit Price**	**Total Price**
B01	**FRESH BAGELS, DELIVERED**		Brand:						
	PLAIN, BAKED DAILY. BAGEL APPEARANCE, SIZE, AND TASTE		Net ind. weight						
	TO BE TYPICAL OF A BAKERY OR BAGEL SHOP.		Package count:						
	BAGEL TO BE MADE WITH ALL NATURAL INGREDIENTS.	57,000	Each Package Price:	$0.0000		$0.0000			$0.00
	EACH BAGEL TO WEIGH 4 OZ. EACH.								
	PRODUCT MUST BE CONSISTENT IN WEIGHT AND SIZE.								
Approved Brand 1	**DISTRIBUTORS CHOICE-RECOGNIZED NAME BRAND**								
Approved Brand 2									
Unit:	DOZEN								
B02	**FRESH ASSORTED BAGELS, DELIVERED**		Brand:						
	ASSORTED FLAVORS: BAKED DAILY.		Net ind. weight						
	POPPY SEED, ONION, GARLIC, RAISIN, PUMPERNICKEL, ETC.		Pack count:						
	BAGEL APPEARANCE, SIZE, AND TASTE	28,500	Each Package Price:	$0.0000		$0.0000			$0.00
	TO BE TYPICAL OF A BAKERY OR BAGEL SHOP.								
	BAGEL TO BE MADE WITH ALL NATURAL INGREDIENTS.								
	EACH BAGEL TO WEIGH 4 OZ. EACH.								
	PRODUCT MUST BE CONSISTENT IN WEIGHT AND SIZE.								
Approved Brand 1	**DISTRIBUTORS CHOICE-RECOGNIZED NAME BRAND**								
Approved Brand 2									
Unit:	DOZEN								

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form			Bid No. 067-FF03	SPECIALTY BAKERY PRODUCTS					
After award, Vendor(s) are selected by High Schools listed in Bid 067-FF03 ATTACHMENT SS: M-DCPS Listing of Secondary School Sites. Vendors <u>are not allowed</u> to contact Middle Schools listed in ATTACHMENT SS, as delivery to these sites and other locations will be determined by the Department of Food and Nutrition and Procurement Management Services, as needed.				BUYER: Robert Johnson					
PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas.				**SPECIALTY BAKERY PRODUCTS FORMAT B**					
BIDDER:	**TYPE IN YOUR NAME HERE….**								
Item	**Description**	**ESTIMATED Quantity**		**Detail of Item Description**	**Unit**	**Price per Evaluation Unit**		**Unit Price**	**Total Price**
B03	**JAMAICAN STYLE BEEF OR CHICKEN TURNOVER,**		Manufacturer:						
	FRESH READY TO EAT, DELIVERED		Brand:						
	PRODUCT TO BE PREPARED WITH ALL NATURAL INGREDIENTS.		Type of Packaging:						
	NO MSG.	50,000	Number in each Package:			$0.0000			$0.00
	Fat content limited to 35% total caloric value.		Case Weight (Gross):						
	EACH PASTRY, AS DELIVERED, TO WEIGH A MINIMUM OF 5.0 OUNCES EACH.		Case Weight (Net):						
	APPEARANCE, SIZE AND TASTE TO BE TYPICAL OF A JAMAICAN STYLE PATTIE.		Each Package Price:	$0.0000					
	PRODUCT TO BE PACKED FOR DELIVERY TO INSURE THAT PRODUCT								
	FRESHNESS AND APPROPRIATE COOKED PRODUCT TEMPERATURE								
	(140 DEGREES FAHRENHEIT) BE MAINTAINED FOR FOOD SAFETY.								
	ALL RULES FOR APPROPRIATE FOOD HANDLING AND SANITATION								
	MUST BE FOLLOWED DURING THE PREPARATION OF THIS PRODUCT.								
Approved Brand 1	**DISTRIBUTORS CHOICE-RECOGNIZED NAME BRAND**								
Approved Brand 2									
Unit:	EACH								
B04	**INDIVIDUAL GUAVA & CHEESE PASTRY,**		Manufacturer:						
	FRESH, READY TO EAT, DELIVERED		Brand:						
			Type of Packaging:						
	PRODUCT TO BE MADE WITH ALL NATURAL PASTRY INGREDIENTS	50,000	Number in each Package			$0.0000			$0.00
	EACH PASTRY AS DELIVERED, TO WEIGH A MINIMUM OF 2.5 OUNCES EACH.		Case Weight (Gross):						
	APPEARANCE, SIZE AND TASTE TO BE TYPICAL OF A CUBAN STYLE PASTRY.		Case Weight (Net):						
	PRODUCT TO BE PACKED TO INSURE PRODUCT INTEGRITY AND FRESHNESS.		Each Package Price:	$0.0000					
	ALL RULES FOR APPROPRIATE FOOD HANDLING AND SANITATION								
	MUST BE FOLLOWED DURING THE PREPARATION OF THIS PRODUCT.								
	SUGAR CONTENT LIMITED TO 35% BY WEIGHT								
Approved Brand 1	**DISTRIBUTORS CHOICE-RECOGNIZED NAME BRAND**								
Approved Brand 2									
Approved Brand 3									
Unit:	EACH								

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form			Bid No. 067-FF03	SPECIALTY BAKERY PRODUCTS					
After award, Vendor(s) are selected by High Schools listed in Bid 067-FF03 ATTACHMENT SS: M-DCPS Listing of Secondary School Sites. Vendors are not allowed to contact Middle Schools listed in ATTACHMENT SS, as delivery to these sites and other locations will be determined by the Department of Food and Nutrition and Procurement Management Services, as needed.				BUYER: Robert Johnson					
PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas.				**SPECIALTY BAKERY PRODUCTS FORMAT B**					
BIDDER:	**TYPE IN YOUR NAME HERE….**								
Item	**Description**	**ESTIMATED Quantity**		**Detail of Item Description**	**Unit**	**Price per Evaluation Unit**		**Unit Price**	**Total Price**
B05	**BREAD, CUBAN-STYLE, FROZEN**		Manufacturer:						
	PRE-SHAPED INDIVIDUAL FROZEN DOUGH		Brand:						
	READY TO PROOF AND BAKE	28,000	Type of Packaging:						
	FINISHED APPEARANCE, SIZE AND TASTE TO BE TYPICAL OF A TRUE CUBAN STYLE BREAD.		Number in each Package:			$0.0000			$0.00
	PRODUCT TO BE MADE WITH ALL NATURAL INGREDIENTS		Case Weight (Gross):						
	EACH FINISHED LOAF TO WEIGH A MINIMUM OF 8 OUNCES		Case Weight (Net):						
	PRODUCT TO BE WRAPPED TO INSURE SANITATION AND FRESHNESS.		Each Package Price:	$0.0000					
	ALL RULES FOR APPROPRIATE FOOD HANDLING AND SANITATION								
	MUST BE FOLLOWED DURING THE PREPARATION OF THIS PRODUCT.								
Approved Brand 1	**DISTRIBUTORS CHOICE-RECOGNIZED NAME BRAND**								
Approved Brand 2									
Unit:	EACH								
B06	**BREAD FOR MEDIA NOCHE, FROZEN**		Manufacturer:						
	PRE-SHAPED INDIVIDUAL FROZEN DOUGH		Brand:						
	READY TO PROOF AND BAKE.	28,000	Type of Packaging:						
	FINISHED APPEARANCE, SIZE AND TASTE TO BE TYPICAL OF A TRUE CUBAN STYLE MEDIA NOCHE ROLL.		Number in each Package:			$0.0000			$0.00
	EACH FINISHED ROLL TO WEIGH A MINIMUM OF 2.5 OUNCES EACH.		Case Weight (Gross):						
	PRODUCT TO BE WRAPPED TO INSURE SANITATION AND FRESHNESS.		Case Weight (Net):						
			Each Package Price:	$0.0000					
	ALL RULES FOR APPROPRIATE FOOD HANDLING AND SANITATION								
	MUST BE FOLLOWED DURING THE PREPARATION OF THIS PRODUCT.								
Approved Brand 1	**DISTRIBUTORS CHOICE-RECOGNIZED NAME BRAND**								
Approved Brand 2									
Unit:	EACH								
	TOTAL QUANTITIES: SPECIALTY BAKERY PRODUCTS	**1,182,000**	**Units**	**AT EITHER LIST OR NET UNIT PRICES, M-DCPS RESERVES THE RIGHT TO AWARD PRODUCTS AT EITHER LIST OR NET UNIT PRICES, WHICHEVER IS IN THE BEST INTEREST OF M-DCPS**					**$0.00**

ATTACHMENT FS: BID NO. 067-FF03
SPECIALTY BAKERY PRODUCTS
MIAMI-DADE COUNTY PUBLIC SCHOOLS- Miami, Florida

FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, INVOICES AND STATEMENTS:
MIAMI-DADE COUNTY SCHOOL LUNCHROOMS ARE OPERATED UNDER A CENTRAL SYSTEM. INVOICES FOR THE PURCHASES OF FOOD AND MISCELLANEOUS SUPPLIES MADE BY LUNCHROOMS UNDER THE CENTRAL SYSTEM 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 SCHOOL MUST BE LISTED ON EACH INVOICE.

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

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

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

3. VENDOR MUST ISSUE TICKETS AND CREDIT MEMOS IN QUADRUPLICATE AND ALL FOUR (4) COPIES MUST BE SIGNED BY THE CAFETERIA 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. 067-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.

Attachment MI

Miami-Dade County Public Schools
giving our students the world

For office use only:
Date received: _____
Reviewer: _____
M/WBE Code: _____
Date Approved: _____
Vendor #: _____

M/WBE CERTIFICATION APPLICATION

(Please Print/Type)

Certification Category Requested: ( ) African American ( ) Woman
( ) Hispanic

1. _____
Business Name — President's/Owner's Name

_____ _____ _____
Telephone number — Fax number — E-Mail Address

_____
Business street address

_____
Business mailing address

_____

2. LEGAL STRUCTURE: (Check one and indicate the date the business was established)

( ) Sole proprietor _____ Date
( ) Joint Venture _____ Date
( ) Partnership _____ Date
( ) Corporation Non-profit _____ Date
( ) For Profit Corporation _____ Date

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3. CERTIFICATIONS: Indicate if this business shares common officers, owners, directors or management personnel with another business that has received, been denied or had its certification revoked as an MBE/DBE/WBE or SBA 8(a) Certified Contractor. Indicate the name of the certifying authority, as well as the date and type of determination (certification /denial/revocation).

Agency Name	Determination	Date

4. OWNERSHIP:

a. Identify the proprietor, each partner, or stockholder by name, as well as his/her citizenship (c) or (r) residency status, gender, ethnic group, and percentage of ownership.

Name	Owner/ shareholder	Resident or *U.S. Citizen	Gender	Ethnicity	% Owned	Years Owned

b. If the business is a corporation, please indicate the following:

1 The number of shares authorized: _____

2. The number shares issued: _____

3. Are there any stock option agreements? Yes ____ No ____
If yes, please provide a copy of each agreement.

5. OPERATIONAL CONTROL: Provide the name, title, race/ethnicity, and gender of each individual (including owners and non-owners) with the primary responsibility for the following:

	Name and title	Race/ethnicity	Gender
a. Check signing			

	Name and title	Race/ethnicity	Gender
b. Payroll signing			
c. Signing, or guaranteeing loans			
d. Acquiring lines of credit			
e. Acquiring surety bonding and insurance			
f. Purchasing major equipment/services			
g. Signing contracts/change orders/payment requisitions			
h. Estimating			
i. Qualifying the company for professional/trade license(s)			
j. Marketing/sales			
k. Hiring and firing managerial employees			
L Hiring and firing non-management employees			
m. Supervising field/ operations			
n. Supervising office personnel			

6. **PERSONNEL:** Identify the number of individuals, including owners, that are currently employed by the business in the following areas:

Please use the following to classify women/minority persons: AM-African American male, AF-African American female, HM-Hispanic male, HF-Hispanic female, WM-Non Hispanic White male, WF-Non Hispanic White female.

	Total Number of Employees	AM	AF	HM	HF	WM	WF
a. Management	_____						
b. Administrative/clerical	_____						
c. Professional/technical	_____						
d. Craftsperson/laborers	_____						

e. Provide a copy of the business affirmative action statement, if one is available.

7. BUSINESS RELATIONSHIPS: Provide the requested information for each of the following:

a. Bonding Company: _____

Address: _____

Agent name: _____ Phone number: _____

Single Contract Limit: _____ Aggregate Limit: _____

b. Bank(s) Name(s): _____

Branch: _____

Contact person: _____ Phone number: _____

Credit limit: _____

c. Identify the company's/creditors including banks and the amount of money owed to:

Creditor	Loan Guarantor(s)	Address & telephone	Loan Amount

d. Insurance company: _____

Type of insurance: _____ Insurance limits: _____

e. List the business' three largest contracts or jobs.

Contract/ job type	Contact person	Telephone number	Contract amount	Bonded (Yes/No)

8. EQUIPMENT: List the type and value of major equipment that is owned (0) or leased (L) by the business.

Equipment	O/L	Value ($ amount)

9. M/WBE JOINT VENTURE - Joint ventures must provide a copy of the joint venture agreement.

M/WBE CERTIFICATION APPLICATION

AFFIDAVIT

STATE OF _____:

COUNTY OF _____:SS

I hereby declare and affirm that I am the _____ (Title)

of: _____ (Firm)

That I am duly authorized to execute the foregoing M/WBE Certification Application, and that the contents of said documents are complete, true and correct to the best of my knowledge and belief. I hereby certify that the documents include all material information necessary to identify the true and lawful owners of the subject business enterprise. Further, the undersigned is notified of their responsibility to submit an updated Minority/Woman Business Enterprise Certification Application whenever a change occurs in ownership, management or control of the company. Any M/WBE applicant, certified M/WBE principal(s) and all related parties, who misrepresents the status of any concern as an M/WBE, or is a party to such misrepresentation to obtain business or contracts with the School Board under the Business Development and Assistance Program, **will be suspended from doing business with the School Board for fourteen (14) months.**

(Corporate Seal), if appropriate

_____
Minority/Woman Owner's Signature

On this _____ day of _____,20 ____, personally appeared before me, the undersigned officer authorized to administer oaths: _____ known to be the person described in the foregoing affidavit, who acknowledged that he/she executed the same in the capacity stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires: _____

SEAL

M/WBE
Certification Check List

Please attach copies, not originals, of all applicable items. Incomplete applications cannot be processed, and failure to submit the documents will delay or result in termination of the application process.

Please check if documents are attached:

1. ☐ M/WBE certifications from other public agencies.
2. ☐ M/WBE Certification Application Affidavit (Page 6 of Application).
3. ☐ Miami-Dade County Public Schools Vendor Application.
4. ☐ Lease/purchase agreement for the business' facilities.
5. ☐ Current professional/business license(s).
6. ☐ Proof of citizenship or permanent resident status.
7. ☐ Resumes for owners and key personnel.
8. ☐ Lease/purchase agreements for major business equipment.
9. ☐ Most current application for bonding, if applicable.
10. ☐ Management agreement(s).
11. ☐ Loan agreement(s) or promissory note(s).
12. ☐ Birth certificate, drivers license, passport or any other document which substantiates the ethnicity/race/gender of owners, officers and directors.

***If any of the aforementioned documents are not available, please provide a written notarized statement that information is not available.**

13. Sole Proprietor - Submit all of the above items, as applicable and the following:

    ☐ U.S. IRS 1040-C Schedule.

    ☐ Fictitious name affidavit, if applicable.

14. Partnerships - Submit all of the above items, and the following:

- ☐ Partnership agreement(s).
- ☐ U.S. IRS 1065, with schedules.
- ☐ Profit sharing agreements.

15. Corporations - Submit all of the above items, and the following:

- ☐ Articles of Incorporation, with amendments.
- ☐ By-Laws, with amendments.
- ☐ The most current U.S. IRS Corporate Tax Return 11 20 or 1 120s, with all schedules.
- ☐ All issued and canceled stock certificates (front & back).
- ☐ Minutes of the first shareholders' meeting.
- ☐ Minutes of the first board of directors' meeting.
- ☐ Minutes of meetings at which the current board of directors and officers were elected or appointed.
- ☐ Stock transfer ledger.
- ☐ Most current annual report filed with the Secretary of State.
- ☐ Profit sharing agreement(s).
- ☐ Agreements affecting management, control or rights of any stockholder(s).

16. ☐ Joint venture agreement(s).

17. ☐ Certificate(s) of insurance.

18. ☐ Sub-contractual agreement(s).

NOTE: If after filing this application, there is any significant change in the information submitted herein, you must inform the Division of Business Development and Assistance of the change, or the company may be denied certification.

Certified companies must inform the Division of Business Development and Assistance of any changes in the information contained herein, which formed the basis of certification. Failure to do so may result in denial , revocation or suspension of certification.

COMPLETE APPLICATION, INCLUDING VENDOR APPLICATION AND CATEGORY OF GOODS AND SERVICES LIST, SHOULD BE RETURNED TO:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
DIVISION OF BUSINESS DEVELOPMENT AND ASSISTANCE
1450 N.E. 2ND AVENUE, ROOM 456
MIAMI, FL 33132

Attachment MP

Miami-Dade County Public Schools
giving our students the world

M/WBE SUBCONTRACTOR/SUBCONSULTANT QUARTERLY EXPENDITURE REPORT

Fiscal Year
20___ - 20 ___

Office Use Only

M-DCPS PROJECT #	PROJECT LOCATION	PROJECT DESCRIPTION	CONTRACT AMOUNT

COMPANY NAME	ADDRESS	CITY	STATE	ZIP

PHONE	FAX	OWNER'S NAME

Select Quarter (ONLY ONE)

- ◯ 1st Qtr: July 1, 20____ - Sept. 30, 20____
- ◯ 2nd Qtr: Oct. 1, 20____ - Dec. 31, 20____
- ◯ 3rd Qtr: Jan. 1, 20____ - Mar. 31, 20____
- ✓ 4th Qtr: Apr. 1, 20____ - Jun. 30, 20____

SUBCONTRACTOR	M/WBE** CODE	SPEC SECTION	SUBCONTRACT AWARD AMOUNT	AMOUNT PAID THIS QUARTER*	CHECK NO. ($)

* INCLUDE ONLY THOSE DOLLARS PAID TO M/WBEs. ** AA-AFRICAN AMERICAN/ H-HISPANIC/ W-WOMAN

YES	NO	
☐	☐	1. Have all M/WBE subcontractors been paid in full, including retention?
☐	☐	2. Has the construction on this project been completed? If not, what is the scheduled completion date?_____.
☐	☐	3. Has the project been certified as substantially completed by the A/E or DCP?

BY SIGNING BELOW, I AGREE THAT I AM DULY AUTHORIZED TO EXECUTE THIS REPORT, AND THAT THE INFORMATION PROVIDED HEREIN IS COMPLETE, TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME: _____ _____ _____ _____

PRINT *SIGNATURE* *TITLE* *DATE*

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