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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. 075-FF03

BID TITLE ASSORTED NON-CARBONATED BEVERAGES

Bids will be accepted until 2:00 PM on October 5, 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 Bids may not be withdrawn for 180 days after opening.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

FORM2-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid #075-FF03**

INDEMNIFICATION

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

INSURANCE

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

1. Commercial General Liability Insurance, endorsed to include Products Completed Operations Liability Insurance, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages.

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

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

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

or

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

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

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

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

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

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

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

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.: 075-FF03
BID TITLE: ASSORTED NON-CARBONATED BEVERAGES
BID OPENING DATE: October 5, 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 075-FF03
Assorted Non-Carbonated Beverages

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
075-FF03	R. JOHNSON	SC 1

ASSORTED NON-CARBONATED BEVERAGES

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract for the purchase and delivery of fresh assorted non-carbonated beverage 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 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. **QUESTIONS AND COMMENTS SUBMISSION:** All comments or questions regarding this solicitation must be faxed or e-mailed no later than 2 p.m. on September 26, 2006 to M-DCPS Procurement Management Services, Mr. Robert Johnson, Buyer, Fax number: (305) 523-3362 or via E-mail at **rhjohnson@dadeschools.net** . 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:** 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 providing the lowest total bid on each item or category as listed on the Format B (items on bid) as determined by Procurement Management Services and the Department of Food and Nutrition for school sites listed in **Attachment SC: List of School Sites for Miami-Dade County** and at additional M-DCPS sites as needed.

   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).

4. **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.

5. **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 Ten (10) titled, "Deliveries and/or Purchase of Additional Items"** of the special conditions contained herein to meet the needs of M-DCPS**.**

SPECIAL CONDITIONS: CONTINUED

6. **DEFAULT:** The supplier(s) shall inform the purchaser of any problems or delays in providing the awarded item(s) as required. 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.

7. **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.

8. **DELIVERIES:** Successful bidder(s) must have items available for delivery listed in the specifications of this bid by date of award <u>or</u> 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 schools in Miami-Dade County, Florida. **Attachment SC: Listing of Schools in Miami-Dade County** is provided to assist the bidder(s) in understanding the scope and scheduling needed to service this bid solicitation. **<u>M-DCPS Bid 075-FF03 Specifications lists requirements for vendor's deliveries.</u>**

9. **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 <u>after a one (1) hour grace period</u>, 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.

10. **DELIVERIES AND/OR PURCHASE OF ADDITIONAL ITEMS:** M-DCPS DEPARTMENTS OF FOOD AND NUTRITION AND PROCUREMENT MANAGEMENT SERVICES RESERVE 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.

SPECIAL CONDITIONS: CONTINUED

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.

11. 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.

12. 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.

13. 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.

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).**

SPECIAL CONDITIONS: CONTINUED

14. **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.

15. **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.

16. **SAMPLES: Vendors bidding on alternate brands where stated as "OR other brands meeting specifications" are requested to submit samples delivered to M-DCPS Department of Food and Nutrition <u>no later than the date and time of the scheduled bid opening,</u> in the sample quantities stipulated for each item.** In addition, all bidder(s) may be required to submit samples for any item listed on this bid, 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. USDA grade
    vi. Product sample size.

    <u>ALL Samples shall be submitted to:</u>
    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). Review of these samples may be conducted by an evaluation committee. 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: http://nutrition.dadeschools.net/foodscreening.html

    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.

17. **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.

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, then go to "Doing Business with M-DCPS" tab, continue to the "General Information" tab, 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. 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. **INSPECTION: M-DCPS reserves the right to inspect the vendor's operations facility and/or trucks.** Failure to maintain all required licenses as required by the State of Florida Departments of Transportation, Consumer Services, and Agriculture and satisfactory inspection reports by the above mentioned departments 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.**

22. **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.

23. **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.

SPECIAL CONDITIONS: CONTINUED

24. 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:
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

25. 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

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

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 including:

a. Signed Bidders Qualification Form.
b. 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).**
c. Vendor Information Sheet.
d. USDA Certification documents
e. Occupational License
f. Nutritional Information or CN label, if applicable
g. **ATTACHMENT JL:** Sworn Statement-New Contracts, Pursuant to Section 1012.465, Florida Statutes as Amended by HB 1877, The Jessica Lunsford Act
h. **ATTACHMENT JV:** AFFIDAVIT OF JOINT VENTURE, if applicable

SPECIAL CONDITIONS: CONTINUED

27. 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).

IF USDA COMMODITY ORANGE JUICE IS AVAILABLE.M-DCPS RESERVES THE RIGHT TO INCORPORATE USDA COMMODITY ORANGE JUICE INTO THE AWARDED ORANGE JUICE PRODUCTS.

ALL VENDORS SUBMITTING A BID ON THESE ITEMS MUST INCLUDE AN APPROVED EPDS OR SEPDS CONTRACT FOR USDA PROCESSING WITH THEIR BID OR SUBMIT WITHIN 5 DAYS OF REQUEST FROM M-DCPS.

4. **GUARANTEES:**

A. **Estimated purchases by purchaser:** 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 is not obligated to place an order for any given amount, subsequent to the award of this bid.

B. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements. Prior to the stocking of items, the successful bidder may call (305) 995-3230 in order to ascertain the status of federal commodities.

C. **Federal commodities are utilized prior to any open market purchased beverage products. By Vendor(s):** The **Vendor(s)** shall guarantee to purchase quantities as directed 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 by schools.

D. **The Vendor(s) will not be permitted to purchase and/or deliver any brand or item not approved on the beverage requirements list, without prior approval from the Department of Food and Nutrition and/or the Food Service Buyer.** The **Vendor(s)** will maintain a minimum inventory of certain awarded, high volume items, to be designated by the **School Board,** for emergency distribution during each four week menu cycle.

5. **DELIVERY REQUIREMENTS:**

A. The **Vendor(s)** shall have the storage and delivery capability to service approximately **350** school sites and district locations, with a growth potential of approximately 10-20 more schools to open during the term of this contract. School deliveries are to be made at least **three (3) days per week** or as designated by the Department of Food and Nutrition. **Designated delivery days may not be changed without prior approval by the Department of Food and Nutrition and each individual school location.** Upon approval, it will be the responsibility of the **Vendor(s)** to contact each school to inform them of delivery changes.

No deliveries to schools are to be made on teacher planning days, or school holidays. When there is a school holiday or teacher planning day, an alternate delivery day will be designated by Food and Nutrition Department. Deliveries shall be scheduled to all schools between the hours of 6:00 a.m. and 2:30 p.m. A school calendar will be provided.

The successful **Vendor(s)** must make plans for immediate recovery, should a truck breakdown, or other delay(s) occur during the delivery day. The **Vendor(s)** will be responsible for contacting both the Department of Food and Nutrition and each individual food service manager, should any delivery delays occur. The **Vendor(s)** should also inform both the Department of Food and Nutrition and the food service manager as to when deliveries would be expected, if changes have to be made due to delivery delays. Failure to act accordingly may result in the vendor being considered in default of the contract.

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

C. Beverage products shall be delivered to each location in good condition. Upon delivery, cartons and contents must be clean, free from damage, free from infestation, and within proper temperatures.

D. In the event that Miami-Dade County Public Schools elects to move USDA commodity product to the **Vendor(s)** for storage and delivery, the **Vendor(s)** must maintain compliance with all USDA federal, state, and local requirements, for audit of the product.

E. All orders for delivery of items by supplier, shall be scheduled to arrive as requested by the **Vendor(s),** not to exceed 14 calendar days from date order is received by the supplier(s). Suppliers must confirm receipt of order with Vendor(s), within 48 hours or 2 business days. Suppliers shall schedule a delivery appointment with the **Vendor(s),** to fulfill the 14-day delivery window. Supplier confirmation shall consist of, but not limited to: quantity ordered, quantity to be delivered, case packaging, awarded pricing and case and pallet configuration.

6. STORAGE OF MIAMI-DADE COUNTY PUBLIC SCHOOLS PURCHASED BEVERAGE ITEMS:

The **Vendor(s)** is/are responsible for maintaining the quality of the beverage products stored, through proper rotation, proper temperatures, and routine pest control service.

The **Vendor(s)** is/are required to protect beverage products from water damage, vermin infestation, elements of nature or any other losses. Products are to be stored and palletized in a manner to facilitate the removal for delivery on a "first-in, first-out" basis, and in accordance with the scheduled releases by the Food and Nutrition Department.

The **Vendor(s)** will maintain sanitary conditions and otherwise meet Florida Department of Health standards, and Miami-Dade county health department regulations. Beverage products are to be stored at the designated temperature, for protection of each product.

Item	Storage Location	Temperature
Juice Products	Refrigerated	35-40°F

Juice products are to be delivered in refrigerated trucks to destination sites in a liquid, unfrozen state at a maximum temperature of 40 degrees Fahrenheit. The temperatures are to be visually taken and posted on a master sheet at least twice daily. An accurate, continuous recording temperature chart is a reasonable substitute, provided each room is so monitored.

These master charts are to be kept on file for the period of this contract, and are to be made available to representatives of M-DCPS and/or the Miami-Dade County Health Department. These representatives shall have the right to inspect storage and sanitation conditions on a periodic basis.

Vendor(s) must have a State of Florida Department of Agriculture and Consumer Services, Division of Food Safety inspection conducted at least once a year.

Vendor(s) must forward copies of inspections to the Department of Food and Nutrition.

WAREHOUSE STORAGE: The warehouse must be properly maintained for cleanliness. In the event beverage items are lost, stolen, destroyed, broken, or damaged in any way, or product expiration dates have expired, while in the custody of the Vendor(s), the Vendor(s) shall be liable for those products. If the School Board elects to have the Vendor(s) store and deliver USDA commodities, then beverage items stored at the Vendor(s) facility and on its delivery trucks, that are lost, stolen, destroyed, broken, or damaged in any way, or product expiration dates have expired while in the custody of the Vendor(s), the Vendor(s) shall be liable for "replacement in kind" of those products. The Department of Food and Nutrition will determine if replacement of those beverage items, in the same quality and quantity at or greater than the value of the commodity product, is an acceptable alternative, in lieu of payment for those lost beverage items, as required by USDA.

A. Storage of these beverage items must be made in sanitary storage areas with proper air circulation, for protection against rapid spoilage and eventual loss of the product. Floors are to be kept free of debris and dust.

B. The delivery trucks must be kept clean and protected from infestation. Approved rodent bait traps must be installed and maintained with proper pest control services.

C. No damaged or contaminated product is to be left exposed in rooms where beverage products are stored.

D. Care should be taken, that items are not stacked so high as to cause bursting or crushing of the bottom layers, nor should items be stacked so closely, as subject the product to unacceptable higher temperatures.

E. Beverage products shall not be stored closer than twelve (12) inches from the wall or partition. Palletized storage is to be utilized for storing all products. All items should be stacked in a manner to keep the stack solid and prevent toppling.

F. There shall be no intermingling of purchased beverage items, with the property of other companies or other school systems.

G. The **Vendor(s)** plant facilities and records shall be subject to inspection by representatives of M-DCPS and Miami-Dade County Health Department, at any time during normal working hours. M-DCPS representatives may consist of food service managers and/or administrative staff, who will inspect the facilities for contract compliance, sanitation, etc.

H. Special handling of stock: Special consideration and care should be given to products with a short shelf life. The "projected beverage usage" (forecast) furnished weekly by M-DCPS shall be adhered to closely for all products, but is of utmost importance for these perishable products.

7. **REQUIRED INVENTORIES/REPORTS:**

A. Inventory requirements: **Vendor(s)** shall have inventory capability and capacity to keep adequate records of inventory on hand, on order, backorders, and delivery dates of inventory to arrive into storage. The **Vendor(s)** must continuously monitor its cumulative **Vendor(s)** fees billed; to ensure it does not exceed the total contract amount(s) authorized by the Board. The successful **Vendor(s)** shall adhere to the forecast report as furnished by the Food and Nutrition Department. For planning and ordering purposes, the successful **Vendor(s)** will receive a weekly forecast report. This weekly forecast will show estimated orders for the next four weeks. However, these orders may be adjusted up until one week prior to delivery date.

B. **The Vendor(s) must make allowances for quantities showing on the forecast to increase/decrease when the orders are finalize.** Prior to stocking items that have a USDA commodity equivalent, the **Vendor(s)** should ascertain the status of federal commodities.

C. The **Vendor(s)** must provide the Department of Food and Nutrition, upon request, with a current, up-to-date original copy report to include a current, up-to-date list of beverage items, all beverage manufacturer information and a listing of all representative/broker contact information with current, up-to-date listing of representative/broker name, manufacturer/company being represented, representative/broker address, telephone and email address.

D. Quantity control records: The **Vendor(s)** shall maintain and submit to the Department of Food and Nutrition, Planning and Production Area, on a weekly/monthly basis, the following report regarding all beverage items listed on the requirements list (reports to be furnished in hard copies and/or diskette).

(1) The total (aggregate) quantity of each item, during each bid period, delivered to the schools; including the individual prices and extensions. Each beverage item from each bid shall have a specified item number.

(2) The total quantity of each item received from the **suppliers**, including individual prices for each item.

(3) The total quantity of each item received from the **suppliers**, by name of manufacturer and manufacturer's product number.

(4) Inventory form indicating the following for each item:

A. Item name and description
B. Pack size
C. Miami-Dade County Public Schools item number
D. Quantity delivered to date
E. Current inventory on hand
F. Price of each item (school/delivered cost)
G. Extended price by item delivered to date

Additional information, as requested by the Department of Food and Nutrition, to be supplied by the successful vendor(s).

E. Minority usage report: The **Vendor(s)** must maintain and submit to the Miami-Dade County Public Schools, Division of Procurement Management a monthly report of all items awarded to minority vendors. The minority usage report must indicate the following information:

(1) Name of each minority vendor currently awarded.
(2) Items awarded to each minority vendor.
(3) Monthly usage by volume and total monthly dollar amount.
(4) Monthly recap of total dollars expended with minority vendors.

8. **INVOICES:** The **Vendor(s)** must furnish invoices that must be either typewritten or computer generated in multiple copies. (Two copies must remain at each location upon delivery). The invoice shall also be used as the delivery document. Each invoice must contain the following information in the following sequence: by the M.D.C.P.S. food item number, item name and description, pack size/weight, price of each item, extended price of each item, the **Vendor(s)** fee (mark-up amount) and established code number shall appear as a line charge, immediately before the invoice total amount.

Revisions to invoices by **Vendor(s)** must be approved by the Department of Food and Nutrition. (Please refer to the Food Service Accounting Specifications).

M-DCPS WILL UTILIZE NET OFF INVOICING OR MODIFIED FEE FOR SERVICE FOR THE AWARDED BID PRICING FOR ITEMS USING U.S.D.A. COMMODITY ITEM(S).

9. **U.S.D.A. REQUIREMENTS:**

A. All **suppliers** must furnish **Vendor(s)** with USDA grade certificates for designated beverage items, with each delivery to **Vendor(s)**.

B. The **Vendor(s)** will be responsible for checking the grade certificate against the shipment and verifying that cases are stamped accordingly. After checking the certificate, the **Vendor(s)** will retain a copy for their files and send the original to:

M-DCPS Department Of Food And Nutrition
Attention: Planning and Production
7042 West Flagler Street
Miami, Florida 33144

C. **Beverage items which do not indicate the appropriate USDA grade or USDA acceptance service as specified by the bid, will not be accepted by Vendor(s).**

D. Beverage items shall meet all Miami-Dade County Public Schools bid specifications. **Failure of Vendor(s) to ensure that all beverage 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.

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form **Bid No. 075-FF03** ASSORTED NON-CARBONATED BEVERAGES

Bid sheet must be received at SBAB Rm.351 no later than the bid opening date at 2 PM

FORMAT B

ASSORTED JUICES

VENDOR(S) MUST BID ON ALL ITEMS 1-5 IN THIS CATEGORY ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD.

UNIT PRICE TO INCLUDE PRODUCT DELIVERY TO EACH SCHOOL SITE.

PLEASE COMPLETE ALL SHADED AREAS (Orange if using computer). #Cases and Price per Case will be calculated automatically if using computer and will be manually calculated during bid evaluation if writing in ink in the shaded areas.

BIDDER: Enter legal business name here>>>_____

Buyer: R. Johnson

ALL ITEMS MUST BE U.S. GRADE A QUALITY, PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE
ALL CONTAINERS TO HAVE AN OPENING FOR INSERTION OF A STRAW OR FOR POURING AND SO CONSTRUCTED THAT THE OPENING WILL BE FREE OF FOREIGN MATTER
ALL PRODUCTS MUST NOT EXCEED 35% SUGAR CONTENT BY WEIGHT. PACKED AS PER ATTACHED SPECIFICATIONS.

Item		ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price to SCHOOL SITE	Total Price
1	ORANGE JUICE: 4 OZ.,	19,096,032	Brand:			$	$0.00
	Grade A, from 100% pure concentrate	4 oz. Containers	Product #s:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21		MANUFACTURER:				
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145		Flavors:				
Approved Brand 1	MR. J. #2079 & #2162						
Approved Brand 2	Other Brands Meeting Specifications-Submit One Case Sample, 4 ounce size only.		Containers per Case:				
PACKING UNIT:	96 COUNT PER CASE RECOMMENDED		Container Size:	4	OZ		
			Total Case Weight:		LB		
			# Cases:.	#DIV/0!			
Unit:	EACH FOUR (4) OUNCE CONTAINER		PRICE per Case:	$0.00			
2	APPLE JUICE: 4 OZ.	7,166,880	Brand:			$	$0.00
	Grade A, from 100% pure concentrate	4 oz. Containers	Product #s:				
	Chilled, unsweetened, and clear		MANUFACTURER:				
			Flavors:				
			Flavors:				
			Containers per Case:				
Approved Brand 1	MR. J. #2840 & #2847		Container Size:	4	OZ		
Approved Brand 2	Other Brands Meeting Specifications-Submit One Case Sample, 4 ounce size only.		Total Case Weight:		LB		
PACKING UNIT:	96 COUNT PER CASE RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH FOUR (4) OUNCE CONTAINER		PRICE per Case:	$0.00			
3	GRAPE JUICE: 4 OZ.	11,865,792	Brand:			$	$0.00
	Grade A, from 100% pure concentrate	4 oz. Containers	Product #s:				
	With a deep purple color and		MANUFACTURER:				
	True grape flavor with		Flavors:				
	NO ADDED SWEETNERS						
			Containers per Case:				
Approved Brand 1	MR. J. #2640 & #2647		Container Size:	4	OZ		
Approved Brand 2	Other Brands Meeting Specifications-Submit One Case Sample, 4 ounce size only.		Total Case Weight:		LB		
PACKING UNIT:	96 COUNT PER CASE RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH FOUR (4) OUNCE CONTAINER		PRICE per Case:	$0.00			
4	FRUIT BLEND JUICES: 4 OZ., to be a blend of A, B, or C. All Blends shall be a 100% natural product.	8,319,264	Brand:			$	$0.00
	A) 100% Grade A orange, grapefruit, and pineapple juice, plus grape, apple, or lemon juice for added flavor or color.	4 oz. Containers	Product #s:				
	B) 100% Grade A orange, grapefruit, and pineapple juice, plus grape, apple, or pear juice for added flavor or color.		MANUFACTURER:				
	C) 100% Grade A orange, apple, pineapple and grape juice.		Flavors:				
			Containers per Case:				
Approved Brand 1	MR. J. #2340 & #2347		Container Size:	4	OZ		
Approved Brand 2	Other Brands Meeting Specifications-Submit One Case Sample, 4 ounce size only.		Total Case Weight:		LB		
PACKING UNIT:	96 COUNT PER CASE RECOMMENDED		# Cases:.	#DIV/0!			
Unit:	EACH FOUR (4) OUNCE CONTAINER		PRICE per Case:	$0.00			
5	ORANGE/PINEAPPLE JUICE: 4 OZ.	9,332,400	Brand:			$	$0.00
	Juice to be made in approximate ratio from	4 oz. Containers	Product #s:				
	2.5 parts of 100% U.S. Grade A orange juice and/or concentrate		MANUFACTURER:				
	to 1 part 100% U.S. Grade A pineapple juice and/or concentrate		Flavors:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21						
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145						
			Containers per Case:				
Approved Brand 1	MR. J. #2440 & #2447		Container Size:	4	OZ		
Approved Brand 2	Other Brands Meeting Specifications-Submit One Case Sample, 4 ounce size only.		Total Case Weight:		LB		
PACKING UNIT:	96 COUNT PER CASE RECOMMENDED		# Cases:.	2333100.00			
Unit:	EACH FOUR (4) OUNCE CONTAINER		PRICE per Case:	$0.00			
	TOTAL QUANTITIES:	55,780,368 #DIV/0!	UNITS CASES	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

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form **Bid No. 075-FF03**

Bid sheet must be received at SBAB Rm.351 no later than the bid opening date at 2 PM

VENDOR(S)MUST BID ON ALL ITEMS 6-10 IN THIS CATEGORY ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD.

UNIT PRICE TO INCLUDE PRODUCT DELIVERY TO EACH SCHOOL SITE.

ASSORTED NON-CARBONATED BEVERAGES

FORMAT B
ASSORTED JUICES WITH VITAMIN C AND CALCIUM

Buyer: R. Johnson

PLEASE COMPLETE ALL SHADED AREAS (Orange if using computer). #Cases and Price per Case will be calculated automatically if using computer and will be manually calculated during bid evaluation if writing in ink in the shaded areas.

BIDDER: **Enter legal business name here>>>_____**

ALL ITEMS MUST BE U.S. GRADE A QUALITY, PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE
ALL CONTAINERS TO HAVE AN OPENING FOR INSERTION OF A STRAW OR FOR POURING AND SO CONSTRUCTED THAT THE OPENING WILL BE FREE OF FOREIGN MATTER
ALL PRODUCTS MUST NOT EXCEED 35% SUGAR CONTENT BY WEIGHT. PACKED AS PER ATTACHED SPECIFICATIONS.

Item		ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price to SCHOOL SITE	Total Price
6	**ORANGE JUICE WITH CALCIUM: 4 OZ.,**	19,096,032	Brand:			$	$0.00
	Grade A, from 100% pure concentrate	4 oz. Containers	Product #s:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21		MANUFACTURER:				
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145		Flavors:				
	Calcium fortified to provide a						
	Minimum of 133 mg Calcium per 4 oz. serving		**Containers per Case:**				
			Container Size:	4	OZ		
Approved Brand 1	**Brands Meeting Specifications-Submit One Case Sample, Four (4) ounce size only.**		Total Case Weight:		LB		
PACKING UNIT:	**96 COUNT PER CASE RECOMMENDED**		# Cases:.	#DIV/0!			
Unit:	**EACH FOUR (4) OUNCE CONTAINER**		PRICE per Case:	$0.00			
7	**APPLE JUICE WITH CALCIUM: 4 OZ.**	7,166,880	Brand:			$	$0.00
	Grade A, from 100% pure concentrate	4 oz. Containers	Product #s:				
	Chilled, unsweetened, and clear		MANUFACTURER:				
	To provide a minimum of 20 mg Vitamin C and		Flavors:				
	Minimum of 133 mg Calcium per 4 oz. serving						
			Containers per Case:				
			Container Size:	4	OZ		
Approved Brand 1	**Brands Meeting Specifications-Submit One Case Sample, Four (4) ounce size only.**		Total Case Weight:		LB		
PACKING UNIT:	**96 COUNT PER CASE RECOMMENDED**		# Cases:.	#DIV/0!			
Unit:	**EACH FOUR (4) OUNCE CONTAINER**		PRICE per Case:	$0.00			
8	**GRAPE JUICE WITH CALCIUM: 4 OZ.**	11,865,792	Brand:			$	$0.00
	Grade A, from 100% pure concentrate	4 oz. Containers	Product #s:				
	With a deep purple color and		MANUFACTURER:				
	True grape flavor with		Flavors:				
	NO ADDED SWEETNERS						
	To provide a minimum of 20 mg Vitamin C and		**Containers per Case:**				
	Minimum of 133 mg Calcium per 4 oz. serving		**Container Size:**	4	OZ		
Approved Brand 1	**Brands Meeting Specifications-Submit One Case Sample, Four (4) ounce size only.**		Total Case Weight:		LB		
PACKING UNIT:	**96 COUNT PER CASE RECOMMENDED**		# Cases:.	#DIV/0!			
Unit:	**EACH FOUR (4) OUNCE CONTAINER**		PRICE per Case:	$0.00			
9	**FRUIT BLEND JUICES WITH CALCIUM: 4 OZ.,** to be a blend of A, B, or C. All Blends shall be a 100% natural product.	8,319,264	Brand:			$	$0.00
	A) 100% Grade A orange, grapefruit, and pineapple juice, plus grape, apple, or lemon juice for added flavor or color.	4 oz. Containers	Product #s:				
	B) 100% Grade A orange, grapefruit, and pineapple juice, plus grape, apple, or pear juice for added flavor or color.		MANUFACTURER:				
	C) 100% Grade A orange, apple, pineapple and grape juice.		Flavors:				
	To provide a minimum of 20 mg Vitamin C and						
	Minimum of 133 mg Calcium per 4 oz. serving		**Containers per Case:**				
			Container Size:	4	OZ		
Approved Brand 1	**Brands Meeting Specifications-Submit One Case Sample, Four (4) ounce size only.**		Total Case Weight:		LB		
PACKING UNIT:	**96 COUNT PER CASE RECOMMENDED**		# Cases:.	#DIV/0!			
Unit:	**EACH FOUR (4) OUNCE CONTAINER**		PRICE per Case:	$0.00			
10	**ORANGE/PINEAPPLE JUICE WITH CALCIUM: 4 OZ.**	9,332,400	Brand:			$	$0.00
	Juice to be made in approximate ratio from	4 oz. Containers	Product #s:				
	2.5 parts of 100% U.S. Grade A orange juice and/or concentrate		MANUFACTURER:				
	to 1 part 100% U.S. Grade A pineapple juice and/or concentrate		Flavors:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21						
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145						
	To provide a minimum of 20 mg Vitamin C and		**Containers per Case:**				
	Minimum of 133 mg Calcium per 4 oz. serving		**Container Size:**	4	OZ		
Approved Brand 1	**Brands Meeting Specifications-Submit One Case Sample, Four (4) ounce size only.**		Total Case Weight:		LB		
PACKING UNIT:	**96 COUNT PER CASE RECOMMENDED**		# Cases:.	2333100.00			
Unit:	**EACH FOUR (4) OUNCE CONTAINER**		PRICE per Case:	$0.00			
	TOTAL QUANTITIES:	55,780,368	**UNITS**	**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
		#DIV/0!	**CASES**				

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form **Bid No. 075-FF03**

Bid sheet must be received at SBAB Rm.351 no later than the bid opening date at 2 PM

VENDOR(S) MUST SUBMIT THEIR BID ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD. ITEMS CAN BE AWARDED INDIVIDUALLY IN THIS CATEGORY. UNIT PRICE TO INCLUDE PRODUCT DELIVERY TO EACH SCHOOL SITE.

ASSORTED NON-CARBONATED BEVERAGES

FORMAT B

ASSORTED DRINKS

PLEASE COMPLETE ALL SHADED AREAS (Orange if using computer). #Cases and Price per Case will be calculated automatically if using computer and will be manually calculated during bid evaluation if writing in ink in the shaded areas.

BIDDER: Enter legal business name here>>>_____

Buyer: R. Johnson

ALL ITEMS MUST BE U.S. GRADE A QUALITY, PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE
ALL CONTAINERS TO HAVE AN OPENING FOR INSERTION OF A STRAW OR FOR POURING AND SO CONSTRUCTED THAT THE OPENING WILL BE FREE OF FOREIGN MATTER
ALL PRODUCTS MUST NOT EXCEED 35% SUGAR CONTENT BY WEIGHT. PACKED AS PER ATTACHED SPECIFICATIONS.

Item	Detail of Item Description	ESTIMATED Quantity		Unit	Unit Price to SCHOOL SITE	Total Price
11	DRINKS: 8 TO 9.9 OZ., LEAKPROOF CONTAINER; MUST PROVIDE MINIMUM OF THREE FLAVORS TO INCLUDE: ORANGE, LEMONADE, FRUIT PUNCH, GRAPE, ICE TEA AND; APPROVED BY DEPARTMENT OF FOOD AND NUTRITION; FRUIT ADE DRINKS; TO CONTAIN MINIMUM OF 50% REAL FRUIT JUICE; ICED TEA DRINKS; TO CONTAIN LEMON AND SUGAR FLAVORING WITH NO ARTIFICIAL SWEETNERS.	173,250 8 oz. Containers EQUALS 1,386,000 Ounces	Brand: Product #s: MANUFACTURER: Flavors: Containers per Case: Container Size: Total Case Weight: # Cases:. PRICE per Case:	OZ LB	CONTAINER PRICE $ PRICE/Ounce $ #DIV/0!	$0.00
	Approved Brand 1: Velda Farms "Sol Tropical" Brand; Approved Brand 2: Brands Meeting Specifications-Submit One (1) Case Sample; PACKING UNIT: 70-72 CONTAINERS PER CASE RECOMMENDED; Evaluation Unit: PER OUNCE (Enter Container Size and Price in the shaded areas (price per ounce will be calculated automatically if using computer and will be calculated during bid evaluation if writing in ink the bid price.)		#DIV/0! $0.00			
12	DRINKS: 10 OZ. to 11.9 OZ., LEAKPROOF CONTAINER; MUST PROVIDE MINIMUM OF THREE FLAVORS TO INCLUDE: ORANGE, LEMONADE, FRUIT PUNCH, GRAPE, ICE TEA AND; APPROVED BY DEPARTMENT OF FOOD AND NUTRITION; FRUIT ADE DRINKS; TO CONTAIN MINIMUM OF 50% REAL FRUIT JUICE; ICED TEA DRINKS; TO CONTAIN LEMON AND SUGAR FLAVORING WITH NO ARTIFICIAL SWEETNERS. APPROVED BY DEPARTMENT OF FOOD AND NUTRITION	137,830 10 oz. Containers EQUALS 1,378,300 Ounces	Brand: Product #s: MANUFACTURER: Flavors: Containers per Case: Container Size: Total Case Weight: # Cases:. PRICE per Case:	OZ LB	CONTAINER PRICE $ PRICE/Ounce $ #DIV/0!	$0.00
	Approved Brand 1: Apple & Eve #59005, #59004; Approved Brand 2: Brands Meeting Specifications-Submit One (1) Case Sample; PACKING UNIT: 35-36 COUNT PER CASE RECOMMENDED; Evaluation Unit: PER OUNCE (Enter Container Size and Price in the shaded areas (price per ounce will be calculated automatically if using computer and will be calculated during bid evaluation if writing in ink the bid price.)		#DIV/0! $0.00			
13	DRINKS: 12 OZ. to 13.9 OZ., LEAKPROOF CONTAINER; MUST PROVIDE MINIMUM OF THREE FLAVORS TO INCLUDE: ORANGE, LEMONADE, FRUIT PUNCH, GRAPE, ICE TEA AND; APPROVED BY DEPARTMENT OF FOOD AND NUTRITION; FRUIT ADE DRINKS; TO CONTAIN MINIMUM OF 50% REAL FRUIT JUICE; ICED TEA DRINKS; TO CONTAIN LEMON AND SUGAR FLAVORING WITH NO ARTIFICIAL SWEETNERS. APPROVED BY DEPARTMENT OF FOOD AND NUTRITION	109,655 12 oz. Containers EQUALS 1,315,860 Ounces	Brand: Product #s: MANUFACTURER: Flavors: Containers per Case: Container Size: Total Case Weight: # Cases:. PRICE per Case:	OZ LB	CONTAINER PRICE $ PRICE/Ounce $ #DIV/0!	$0.00
	Approved Brand 1: Brands Meeting Specifications-Submit One (1) Case Sample; PACKING UNIT: 35-36 COUNT PER CASE RECOMMENDED; Evaluation Unit: PER OUNCE (Enter Container Size and Price in the shaded areas (price per ounce will be calculated automatically if using computer and will be calculated during bid evaluation if writing in ink the bid price.)		#DIV/0! $0.00			
	TOTAL QUANTITIES:	420,735 UNITS #DIV/0! CASES			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

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form **Bid No. 075-FF03**

Bid sheet must be received at SBAB Rm.351 no later than the bid opening date at 2 PM

VENDOR(S) MUST BID ON ALL ITEMS 14-16 IN THIS CATEGORY ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD. UNIT PRICE TO INCLUDE PRODUCT DELIVERY TO EACH SCHOOL SITE.

ASSORTED NON-CARBONATED BEVERAGES

FORMAT B

100% JUICES

PLEASE COMPLETE ALL SHADED AREAS (Orange if using computer). #Cases and Price per Case will be calculated automatically if using computer and will be manually calculated during bid evaluation if writing in ink in the shaded areas.

BIDDER: Enter legal business name here>>>_____

Buyer: R. Johnson

ALL ITEMS MUST BE U.S. GRADE A QUALITY, WITH 6 OZ. CONTAINER BEARING SHIELD "U.S. GRADE A-PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE"
ALL CONTAINERS TO HAVE AN OPENING FOR INSERTION OF A STRAW OR FOR POURING AND SO CONSTRUCTED THAT THE OPENING WILL BE FREE OF FOREIGN MATTER
ALL PRODUCTS MUST NOT EXCEED 35% SUGAR CONTENT BY WEIGHT. PACKED AS PER ATTACHED SPECIFICATIONS.

Item		ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price to SCHOOL SITE	Total Price
14	100% ORANGE JUICE: 6 OZ.,	1,078,630	Brand:			$	$0.00
	FROM 100% PURE CONCENTRATE	6 oz. Containers	Product #s:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21		MANUFACTURER:				
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145		Flavors:				
Approved Brand 1	M & B #2163, #2186						
Approved Brand 2	Brands Meeting Specifications-Submit One (1) Case Sample						
			Containers per Case:				
PACKING UNIT:	70 CONTAINERS PER CASE RECOMMENDED		Container Size:	6	OZ		
	LEAKPROOF, DISPOSIBLE CONTAINER		Total Case Weight:		LB		
	RECYCLABLE CONTAINER PREFERRED		# Cases:.	#DIV/0!			
Unit:	EACH SIX (6) OUNCE CONTAINER		PRICE per Case:	$0.00			
15	100% ORANGE-PINEAPPLE JUICE: 6 OZ.	825,650	Brand:			$	$0.00
	Juice to be made in approximate ratio from	6 oz. Containers	Product #s:				
	2.5 parts of 100% U.S. Grade A Fancy orange juice and/or concentrate		MANUFACTURER:				
	to 1 part 100% U.S. Grade A Fancy pineapple juice and/or concentrate		Flavors:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21						
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145						
Approved Brand 1	M & B #2450, #2486						
Approved Brand 2	Brands Meeting Specifications-Submit One (1) Case Sample						
			Containers per Case:				
PACKING UNIT:	70 CONTAINERS PER CASE RECOMMENDED		Container Size:	6	OZ		
	LEAKPROOF, DISPOSIBLE CONTAINER		Total Case Weight:		LB		
	RECYCLABLE CONTAINER PREFERRED		# Cases:.	#DIV/0!			
Unit:	EACH SIX (6) OUNCE CONTAINER		PRICE per Case:	$0.00			
16	100% APPLE JUICE: 6 OZ.	742,840	Brand:			$	$0.00
	FROM 100% PURE CONCENTRATE	6 oz. Containers	Product #s:				
	CHILLED, UNSWEETENED, AND CLEAR		MANUFACTURER:				
			Flavors:				
Approved Brand 1	M & B #2850, #2856						
Approved Brand 2	Brands Meeting Specifications-Submit One (1) Case Sample						
			Containers per Case:				
PACKING UNIT:	70 CONTAINERS PER CASE RECOMMENDED		Container Size:	6	OZ		
	LEAKPROOF, DISPOSIBLE CONTAINER		Total Case Weight:		LB		
	RECYCLABLE CONTAINER PREFERRED		# Cases:.	#DIV/0!			
Unit:	EACH SIX (6) OUNCE CONTAINER		PRICE per Case:	$0.00			

TOTAL QUANTITIES: 2,647,120 UNITS
#DIV/0! CASES

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

<<< U.S. GRADE A, PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE, SHIELD, AS APPLICABLE

<<< PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE, SHIELD.

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form — **Bid No. 075-FF03**

Bid sheet must be received at SBAB Rm.351 no later than the bid opening date at 2 PM

VENDOR(S) MUST BID ON ALL ITEMS 17-19 LISTED IN THIS CATEGORY ON THIS FORMAT B WORKSHEET TO BE CONSIDERED FOR AWARD. UNIT PRICE TO INCLUDE PRODUCT DELIVERY TO EACH SCHOOL SITE.

ASSORTED NON-CARBONATED BEVERAGES

FORMAT B

100% JUICES WITH VITAMIN C AND CALCIUM

PLEASE COMPLETE ALL SHADED AREAS (Orange if using computer). #Cases and Price per Case will be calculated automatically if using computer and will be manually calculated during bid evaluation if writing in ink in the shaded areas.

BIDDER: Enter legal business name here>>>_____

Buyer: R. Johnson

ALL ITEMS MUST BE U.S. GRADE A QUALITY, WITH 6 OZ. CONTAINER BEARING SHIELD "U.S. GRADE A-PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE"
ALL CONTAINERS TO HAVE AN OPENING FOR INSERTION OF A STRAW OR FOR POURING AND SO CONSTRUCTED THAT THE OPENING WILL BE FREE OF FOREIGN MATTER
ALL PRODUCTS MUST NOT EXCEED 35% SUGAR CONTENT BY WEIGHT. PACKED AS PER ATTACHED SPECIFICATIONS.

Item		ESTIMATED Quantity		Detail of Item Description	Unit	Unit Price to SCHOOL SITE	Total Price
17	100% ORANGE JUICE WITH CALCIUM: 6 OZ.,	1,078,630	Brand:			$	$0.00
	FROM 100% PURE CONCENTRATE	6 oz. Containers	Product #s:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21		MANUFACTURER:				
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145		Flavors:				
	CALCIUM FORTIFIED TO PROVIDE						
	MINIMUM OF 200MG CALCIUM PER 6 OZ. SERVING						
Approved Brand 1	Brands Meeting Specifications-Submit One (1) Case Sample		Containers per Case:				
PACKING UNIT:	70 CONTAINERS PER CASE RECOMMENDED		Container Size:	6	OZ		
	LEAKPROOF, DISPOSIBLE CONTAINER		Total Case Weight:		LB		
	RECYCLABLE CONTAINER PREFERRED		# Cases:.	#DIV/0!			
Unit:	EACH SIX (6) OUNCE CONTAINER		PRICE per Case:	$0.00			
18	100% ORANGE-PINEAPPLE JUICE WITH CALCIUM: 6 OZ.	825,650	Brand:			$	$0.00
	Juice to be made in approximate ratio from	6 oz. Containers	Product #s:				
	2.5 parts of 100% U.S. Grade A Fancy orange juice and/or concentrate		MANUFACTURER:				
	to 1 part 100% U.S. Grade A Fancy pineapple juice and/or concentrate		Flavors:				
	AS DEFINED IN THE STANDARD OF IDENTITY 21						
	CODE OF FEDERAL REGULATIONS (C.F.R.) 146.145						
	CALCIUM FORTIFIED TO PROVIDE						
	MINIMUM OF 200MG CALCIUM PER 6 OZ. SERVING						
Approved Brand 1	Brands Meeting Specifications-Submit One (1) Case Sample		Containers per Case:				
PACKING UNIT:	70 CONTAINERS PER CASE RECOMMENDED		Container Size:	6	OZ		
	LEAKPROOF, DISPOSIBLE CONTAINER		Total Case Weight:		LB		
	RECYCLABLE CONTAINER PREFERRED		# Cases:.	#DIV/0!			
Unit:	EACH SIX (6) OUNCE CONTAINER		PRICE per Case:	$0.00			
19	100% APPLE JUICE WITH CALCIUM: 6 OZ.	742,840	Brand:			$	$0.00
	FROM 100% PURE CONCENTRATE	6 oz. Containers	Product #s:				
	CHILLED, UNSWEETENED, AND CLEAR		MANUFACTURER:				
	CALCIUM FORTIFIED TO PROVIDE		Flavors:				
	MINIMUM OF 200MG CALCIUM PER 6 OZ. SERVING						
Approved Brand 1	Brands Meeting Specifications-Submit One (1) Case Sample		Containers per Case:				
PACKING UNIT:	70 CONTAINERS PER CASE RECOMMENDED		Container Size:	6	OZ		
	LEAKPROOF, DISPOSIBLE CONTAINER		Total Case Weight:		LB		
	RECYCLABLE CONTAINER PREFERRED		# Cases:.	#DIV/0!			
Unit:	EACH SIX (6) OUNCE CONTAINER		PRICE per Case:	$0.00			
	TOTAL QUANTITIES:	2,647,120 UNITS #DIV/0! CASES		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

<<< U.S. GRADE A, PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE, SHIELD, AS APPLICABLE

<<< PACKED UNDER CONTINUOUS INSPECTION OF THE U.S. DEPT. OF AGRICULTURE, SHIELD.

DATA SUBMISSION FORM

Data submitted for this product are on (check one):

"AS SERVED" basis _____ "AS PURCHASED" basis _____

Brand Name_____

Product Code_____

CN Label Number_____

Package Size: ___ lb ___ oz ___ fluid oz ___ grams

Standard Serving: _____

Number of servings per package:_____

Weight per serving: _____ grams

A VALUE MUST BE ENTERED FOR EACH NUTRIENT. IF THE FOOD ITEM DOES NOT CONTAIN A SPECIFIC NUTRIENT, ENTER ZERO (0).

Nutrients	Measurement	Fill in Nutrients	Unit per 100 Grams
Water	xx.xxx	_____	grams
Calories	xxx	_____	kcal
Protein	xx.xxx	_____	grams
Total Fat	xx.xxx	_____	grams
Saturated Fat	x.xxx	_____	grams
Monounsaturated Fat	x.xxx	_____	grams
Polyunsaturated Fat	x.xxx	_____	grams
Carbohydrates	xx.xxx	_____	grams
Total Dietary Fiber	xx.xx	_____	grams
Total Sugars	xx.xx	_____	grams
Ash	xx.xxx	_____	grams
Cholesterol	xx.xx	_____	milligrams
Calcium	xx.x	_____	milligrams
Iron	xx.xxx	_____	milligrams
Sodium	xx.x	_____	milligrams
Vitamin C	x.xx	_____	milligrams
Vitamin A	x.x	_____	IU
	x.x	_____	RE
Fat change (+/-)	xxxx	_____%	N/A
Moisture change (+/-)	xxxx	_____%	N/A

PREPARATION INSTRUCTIONS TO INCLUDE: INGREDIENTS TO BE ADDED AND AMOUNTS, COOKING METHODS TIME AND TEMPERATURE.

REQUEST FOR THE PROCEDURES AND DISKETTE FOR THE NATIONAL NUTRIENT DATABASE FOR CHILD NUTRITION PROGRAMS

RETURN THIS FORM VIA MAIL OR FAX:

U-S. Department of Agriculture

Human Nutrition Information Service

NNDB-CNP, Rm. 317

6505 Belcrest Road

Hyattsville, Md. 20782

FAX (301) 436-5643

Please send the procedures and a diskette for submitting the nutritional analysis of food products to the National Nutrient Database for Child Nutrition Programs.

Name _____

Title _____

Company _____

Mailing Address _____

_____
City State Zip Code

Telephone Number _____

Fax Number _____

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 SC for BID NO. 075-FF03
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

	LC#	SCHOOL	ADDRESS
	8119	500 Role Model Academy for Excellence	6300 NW 27th Ave. Miami 33147
A	8019	Academy for Comm. Ed.	39 Zamora Ave., Coral Gables 33134
	0041	Air Base El.	12829 SW 272 St., Homestead 33032
	6011	Allapattah Md.	1331 NW 46 St., Miami 33142
	7011	American Sr.	18350 NW 67 Ave., Hialeah 33015
	6001	Ammons, Herbert A. Md.	17990 SW 142 Ave., Miami 33177
	0111	Angelou, Maya El.	1850 NW 32 St., Miami 33142
	0101	Arcola Lake El.	1037 NW 81 St., Miami 33150
	6021	Arvida Md.	10900 SW 127 Ave., Miami 33186
	0451	Ashe, Bowman F.El.	6601 SW 152 Ave., Miami 33193
	4731	Ashe, Bowman PLC	16251 S.W. 72 St., Miami 33193
	6060	ASPIRA South Charter	14112-14114 SW 288 St.
	1241	Assurant Group Sat. Learning	11222 Quail Roost Dr. Miami, 33157
	0121	Auburndale El.	3255 SW 6 St., Miami 33135
	0161	Avocado El.	16969 SW 294 St., Homestead 33030
B	7801	Baker, George Aviation	3275 NW 42 Ave., Miami 33142
	0201	Banyan El.	3060 SW 85 Ave., Miami 33155
	4651	Beckford, Ethel F./Richmond El.	16929 SW 104 Ave., Miami 33157
	0251	Beckham, Ethel Koger El.	4702 SW 143 Ct., Miami 33175
	0261	Bel-Aire El.	10205 SW 194 St., Miami 33157
	6041	Bell, Paul W. Md.	11800 NW 2 St., Miami 33182
	0271	Bent Tree El.	4861 SW 140 Ave., Miami 33175
	0321	Biscayne El.	800 77 St., Miami Beach 33141
	0361	Biscayne Gardens El.	560 NW 151 St., Miami 33169
	0401	Blanton, Van E. El.	10327 NW 11 Ave., Miami 33150
	0441	Blue Lakes El.	9250 SW 52 Terr., Miami 33165
	2441	Boone, V. A. Highland Oaks El.	20500 NE 24 Ave., No. Mia. Bch. 33180
	7051	Braddock, G. Holmes Sr.	3601 SW 147 Ave., Miami 33185
	0461	Brentwood El.	3101 NW 191 St., Opa-locka 33056
	0481	Bright, J. H. El.	2530 W 10 Ave., Hialeah 33010
	0241	Broad, R.K. Bay Harbor El.	1155 93 St., Bay Harbor Island 33154
	0521	Broadmoor El.	3401 NW 83 St., Miami 33147
	6031	Brownsville Md.	4899 NW 24 Ave., Miami 33142
	0561	Bryan, W. J. El.	1200 NE 125 St., N. Miami 33161
	4661	Bryan, William J. El. PLC	12175 N.E. 12 Ct., No. Miami 33161
	0641	Bunche Park El.	16001 Bunche Pk Sch Dr. Opa-Locka 33054

ATTACHMENT SC for BID NO. 075-FF03
(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

C	0671	Calusa El.	9580 Calusa Club Dr. W., Miami 33186
	0651	Campbell Drive El.	15790 SW 307 St., Leisure City 33033
	6061	Campbell Drive Md.	900 NE 23 Ave., Homestead 33033
	0661	Caribbean El.	11990 SW 200 St., Miami 33177
	0681	Carol City El.	4375 NW 173 Dr., Carol City 33055
	6051	Carol City Md.	3737 NW 188 St., Opa-locka 33055
	0721	Carver, G. W. El.	238 Grand Ave., Coral Gables 33133
	6071	Carver, G.W. Md.	4901 Lincoln Dr., Coconut Grove 33133
		Carver, G.W. MLC	
	6081	Centennial Md.	8601 SW 212 St., Miami 33189
	0771	Chapman. W. A. El.	27190 SW 140 Ave., Homestead 33032
	6161	Chiles, Lawton Md.	8190 NW 197 St., Miami 33015
	0801	Citrus Grove El.	2121 NW 5 St., Miami 33125
	6091	Citrus Grove Md.	2153 NW 3 St., Miami 33125
	8011	Citrus Grove OTC	
	0841	Coconut Grove El.	3351 Matilda St., Coconut Grove 33133
	0861	Colonial Drive El.	10755 SW 160 St., Miami 33157
	0881	Comstock El.	2420 NW 18 Ave., Miami 33142
	0921	Cooper, Neva King Educational Center	151 NW 5 St., Homestead 33030
	8121	COPE Center North	9950 NW 19 Ave., Miami 33147
	8131	COPE Center South Wallace, D.M	10225 SW 147 Terr., Miami 33176
	0961	Coral Gables El.	105 Minorca Ave., Coral Gables 33134
	7071	Coral Gables Sr.	450 Bird Rd., Coral Gables 33146
	1001	Coral Park El.	1225 SW 97 Ave., Miami 33174
	1041	Coral Reef El.	7955 SW 152 St., Miami 33157
	7101	Coral Reef Sr.	10101 SW 152 St., Miami 33157
	1081	Coral Terrace El.	6801 SW 24 St., Miami 33155
	1121	Coral Way El.	1950 SW 13 Ave., Miami 33145
	8161	Corporate Academy North	5120 NW 24th Ave., Miami 33142
	8201	Corporate Academy South	2351 SE 12 Ave., Homestead 33035
	1161	Crestview El.	2201 NW 187 St., Miami 33056
	2531	Crowder, Thena El.	757 NW 66 St., Miami 33150
	6921	Curry, Lamar Louise Md.	15750 SW 47 St., Miami 33185
	1241	Cutler Ridge El.	20210 Coral Sea Rd., Miami 33189
	6111	Cutler Ridge Md.	19400 Gulfstream Rd., Miami 33157
	1281	Cypress El.	5400 SW 112 Ct., Miami 33165

ATTACHMENT SC for BID NO. 075-FF03
(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

D	8014	Dade Marine Institute North	2701 NE 151 Street
	8014	Dade Marine Institute South	1820 Arthur Lamb Road Jr.
	6121	Darío, Rubén Md.	350 NW 97 Ave., Miami 33172
	7081	Design & Architecture Sr.	4001 NE 2 Ave., Miami 33137
	1331	Devon Aire El.	10501 SW 122 Ave., Miami 33186
	6361	Diego, Jose de Md.	3100 NW 5th Ave., Miami 33125
	6131	Doolin, Howard A. Md.	6400 S.W. 152 Ave., Miami 33193
	6151	Doral Middle	5005 NW 112 Ave, Miami 33178
	8139	Dorsey, Educ. Center	7100 NW 17 Ave., Miami 33147
	1371	Douglas, Marjory S. El.	11901 SW 2 St., Miami 33184
	1371	Douglas, Marjory S. El. PLC	650 N.W. 132 Ave., Miami 33184
	1361	Douglass, Frederick El.	314 NW 12 St., Miami 33136
	1401	Drew, Charles R. El.	1775 NW 60 St., Miami 33142
	6141	Drew, Charles R. Md.	1801 NW 60 St., Miami 33142
	1441	Dunbar El.	505 NW 20 St., Miami 33127
	1481	DuPuis, John G. El.	1150 W 59 Pl., Hialeah 33012
E	1521	Earhart, Amelia El.	5987 E 7 Ave., Hialeah 33013
	1561	Earlington Heights El.	4750 NW 22 Ave., Miami 33142
	9731	Early Intervention Dev. Center	1400 NW 36 Street
	4801	Edelman, Gertrude/Sabal Palm El.	17101 NE 7 Ave., No. Mia. Bch. 33162
	1601	Edison Park El.	500 NW 67 St., Miami 33150
	1641	Emerson El.	8001 SW 36 St., Miami 33155
	1681	Evans, L.C.	1895 NW 75 St., Miami 33147
	1691	Eve, Christina M. El.	16251 SW 99th St., Miami 33196
	1721	Everglades K-8	8375 SW 16 St., Miami 33155
		Everglades MLC	
F	1761	Fairchild, David El.	5757 SW 45 St., Miami 33155
	1801	Fairlawn El.	444 SW 60 Ave., Miami 33144
	9731	Family & Adolescent Dev. Center	2965 NW 17 Street
	9731	Family & Children's Dev. Center	11025 SW 84 Street - Building 1
	1811	Fascell, Dante B. El.	15625 SW 80 St., Miami 33193
	7121	Ferguson, John A. Sr.	15900 SW 56 St., Miami 33185
	0761	Fienberg/Fisher El.	1420 Washington Ave., Mia. Bch. 33139
	6171	Filer, Henry H. Md.	531 W 29 St., Hialeah 33012
	5061	Finlay, Dr. Carlos J. El.	851 SW 117 Ave Miami 33174
	1841	Flagami El.	920 SW 76 Ave., Miami 33144
	1881	Flagler, Henry M. El.	5222 NW 1 St., Miami 33126
	1921	Flamingo El.	701 E 33 St., Hialeah 33013
	2001	Florida City El.	364 NW 6 Ave., Florida City 33034
	2021	Floyd, Gloria El.	12650 SW 109 Ave., Miami 33176
	2041	Franklin, Benjamin El.	13100 NW 12 Ave., No. Miami 33168
	2081	Fulford El.	16140 NE 18 Ave., No. Mia. Bch. 33162

ATTACHMENT SC for BID NO. 075-FF03
(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

G	6211	Glades Md.	9451 SW 64 St., Miami 33173
	2161	Golden Glades El.	16520 NW 28 Ave., Opa-locka 33054
	7751	Goleman, Barbara Sr.	14100 NW 89 Ave., Miami 33018
	2181	Good, Joella El.	6350 NW 188 Terr., Hialeah 33015
	4791	Gordon, Jack D. Panther PLC	15001 S.W. 127 Ave., Miami 33186
	2151	Gordon, Jack D. El.	14600 Country Walk Dr., Miami 33157
	4811	Gordon, Jack D. Manatee PLC	15551 S.W. 142 Ave., Miami 33177
	0091	Graham, Bob Education Center	15901 NW 79 Ave., Miami Lakes 33016
	0091	Graham, Bob PLC	8875 N.W. 143 St., Hialeah, FL 33018
	5051	Graham, Ernest R. El.	7330 W 32 Ave., Hialeah 33016
		Graham, Ernest R. Satellite	
	2241	Gratigny El.	11905 N Miami Ave., Miami 33168
	2261	Greenglade El.	3060 SW 127 Ave., Miami 33175
	2281	Greynolds Park El.	1536 NE 179 St., No. Mia. Bch. 33162
	4551	Greynolds Park El. PLC	1575 N.E. 177 St., NMB 33162
	2321	Gulfstream El.	20900 SW 97 Ave., Miami 33189
H	2331	Hadley, Charles R. El.	8400 NW 7 St., Miami 33126
	2331	Hadley, Charles R. El. PLC	8400 N.W. 7 St., Miami 33126
	2341	Hall, Joe El.	1901 SW 134 Ave., Miami 33175
	6221	Hammocks Md.	9889 Hammocks Blvd., Miami 33196
	4461	Hands in Action	17501 SW 117 Avenue.
	2351	Hartner, Eneida M. El.	401 NW 29 St. Miami 33127
	3781	Hawkins, Barbara El.	19010 NW 37 Ave., Opa-Locka 33056
	2361	Hialeah El.	550 E 8 St., Hialeah 33010
	2111	Hialeah Gardens El.	9702 NW 130 St., Hia. Gardens 33016
	4531	Hialeah Gardens El. PLC	9749 N.W. 127 Ln., Hia. Gardens 33018
	8017	Hialeah Institute	1851 Palm Avenue
	6231	Hialeah Md.	6027 E. 7 Ave., Hialeah 33013
	7111	Hialeah Sr.	251 E 47 St., Hialeah 33013
	7131	Hialeah-Miami Lakes Sr.	7977 W 12 Ave., Hialeah 33014
	2401	Hibiscus El.	18701 NW 1 Ave., No. Mia. Bch. 33169
	6241	Highland Oaks Md.	2375 NE 203 St., NMB 33180
	8017	HIS House	20000 NW 47 Ave. Building #22
	2501	Holmes El.	1175 NW 67 St., Miami 33150
	6251	Homestead Md.	650 NW 2 Ave., Homestead 33030
	7151	Homestead Sr.	2351 SE 12 Ave., Homestead 33035
	2521	Hoover, Oliver El.	9050 Hammocks Blvd., Kendall 33196
	4641	Hoover, Oliver PLC	15700 SW 96th St., Miami, 33196
	2541	Howard Drive El.	7750 SW 136 St., Miami 33156
	2511	Hurston, Zora Neale El.	13137 SW 26 St., Miami 33175
I	2581	Ives, Madie El.	20770 NE 14 Ave., No. Mia. Bch. 33179
	2581	Ives, Madie PLC	20770 NE 14 Ave., NMB 33179
J	6281	Jefferson, Thomas Md.	525 NW 147 St., Miami 33168
	2621	Johnson, J.W. El.	735 W 23 St., Hialeah 33010

ATTACHMENT SC for BID NO. 075-FF03
(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

K	2641	Kendale El.	10693 SW 93 St., Miami 33176
	2651	Kendale Lakes El.	8000 SW 142 Ave., Miami 33183
	6301	Kennedy, J.F. Md.	1075 NE 167 St., NMB 33162
	2661	Kensington Park El.	711 NW 30 Ave., Miami 33125
	4561	Kensington Park El. PLC	1025 N.W. 30 Ave., Miami 33125
	2701	Kenwood K-8	9300 SW 79 Ave., Miami 33156
		Kenwood MLC	
	2741	Key Biscayne K-8 Center	150 W McIntire St., Key Bisc. 33149
	8017	King, Martin L. Academy	5220 Biscayne Blvd.
	2761	King, Martin L. El.	7124 NW 12 Ave., Miami 33150
	2781	Kinloch Park El.	4275 NW First St., Miami 33126
	6331	Kinloch Park Md.	4340 NW 3 St., Miami 33126
	7141	Krop, Dr. Michael M. Sr.	1410 N.E. 215 St., Miami 33179
	8181	Krusé, Ruth Owens Educational Center	11001 SW 76 St., Miami 33173
L	2801	Lake Stevens El.	5101 NW 183 St., Opa-locka 33055
	6351	Lake Stevens Md.	18484 NW 48 Pl., Carol City 33055
	2821	Lakeview El.	1290 NW 115 St., Miami 33167
	2861	Lee, JRE Opp. School	6521 SW 62 Ave., South Miami 33143
	2881	Leewood El.	10343 SW 124 St., Miami 33176
	2891	Lehman, William El.	10990 SW 113 Pl., Miami 33176
	2901	Leisure City K-8	14950 SW 288 St., Homestead 33033
		Leisure City MLC	
	2911	Lentin, Linda El.	14312 NE 2 Ct., Miami 33161
	0040	Liberty City Charter School	8700 NW 5 Ave.
	2981	Liberty City El.	1855 NW 71 St., Miami 33147
	8017	Little Havana Institute	300 SW 12 Ave.
	3021	Little River El.	514 NW 77 St., Miami 33150
	3041	Lorah Park El.	5160 NW 31 Ave., Miami 33142
	3051	Louverture, Toussaint El.	120 NE 59 St., Miami 33137
	3061	Ludlam El.	6639 SW 74 St., South Miami 33143

ATTACHMENT SC for BID NO. 075-FF03(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

M	6391	Madison Md.	3400 NW 87 St., Miami 33147
	6411	Mann, Horace Md.	8950 NW 2 Ave., Miami 33150
	8101	Mann, Jan Opp. School	16101 NW 44 Ct., Opa-locka 33169
	6421	Marti, Jose Md.	5701 W 24 Ave., Hialeah 33016
	3101	Martin, F.C. El.	14250 Boggs Dr., Richmond Hts. 33176
	7161	MAST Academy	3979 Rickenb. Cswy., Miami 33149
	0100	Mater Academy Charter School	7700 NW 98th St.
	3111	Matthews, Wesley El.	12345 SW 18 Terr., Miami 33175
	6431	Mays Md.	11700 SW 216 St., Goulds 33170
	6441	McMillan, H.D. Md.	13100 SW 59 St., Miami 33183
	3141	Meadowlane El.	4280 W 8 Ave., Hialeah 33012
	3181	Melrose El.	3050 NW 35 St., Miami 33142
	9732	Merrick Educational Center	39 Zamora Ave., Coral Gables 33134
	3191	Merritt, Ada El.	660 SW 3 Street, Miami, FL 33130
	7201	Miami Beach Sr.	2231 Prairie Ave., Mia. Bch 33139
	7231	Miami Carol City Sr.	3422 NW 187 St., Opa-locka 33056
	7251	Miami Central Sr.	1781 NW 95 St., Miami 33147
	7271	Miami Coral Park Sr.	8865 SW 16 St., Miami 33165
	6481	Miami Edison Md.	6101 NW 2 Ave., Miami 33127
	7301	Miami Edison Sr.	6161 NW 5 Ct., Miami 33127
	3241	Miami Gardens El.	4444 NW 195 St., Opa-locka 33055
	3261	Miami Heights El.	17661 SW 117 Ave., Miami 33177
	7341	Miami Jackson Sr.	1751 NW 36 St., Miami 33142
	7361	Miami Killian Sr.	10655 SW 97 Ave., Miami 33176
	3281	Miami Lakes El.	14250 NW 67 Ave., Hialeah 33014
	6501	Miami Lakes Md.	6425 M. Lakeway North, M. Lks. 33014
	3281	Miami Lakes PLC	14250 N.W. 67th Ave., Hialeah 33014
	7391	Miami Lakes Educational Center	5780 NW 158th Street, Hialeah 33014
	7381	Miami Norland Sr.	1050 NW 195 St., Miami 33169
	7411	Miami Northwestern Sr.	1100 N.W. 71 St. Miami 33150
	7431	Miami Palmetto Sr.	7460 SW 118 St., Miami 33156
	3301	Miami Park El.	2225 NW 103 St., Miami 33147
	7461	Miami Senior	2450 SW 1 St., Miami 33135
	3341	Miami Shores El.	10351 NE 5 Ave., Miami Shores 33138
	6040	Miami Shores/Barry University Connected Leaming Center	11441 NW 2 Ave.
	7731	Miami Southridge Sr.	19355 SW 114 Ave., Miami 33157
	3381	Miami Springs El.	51 Park St., Miami Springs 33166
	6521	Miami Springs Md.	150 S Ryl. Poinciana, M. Springs 33166
	7511	Miami Springs Sr.	751 Dove Ave., Miami Springs 33166
	7531	Miami Sunset Sr.	13125 SW 72 St., Miami 33183
	7254	Miami-MacArthur North	13835 NW 97 Ave., Hialeah 33018
	7631	Miami-MacArthur South	11035 SW 84 St., Miami 33173
		Milam MLC	
	3421	Milam, M.A. K-8 Center	6020 W 16 Ave., Hialeah 33012
	3431	Miller, Phyllis R. El.	840 NE 87 St., Miami 33138
	7371	Morgan, Robert Education Center	18180 SW 122 Ave., Miami 33177
	3501	Morningside El.	6620 NE 5 Ave., Miami 33138
	3541	Moton, R.R. El.	18050 Homestead Ave., Perrine 33157
		Mt. Sinai Learning Center	4300 Alton Road, Miami Beach

ATTACHMENT SC for BID NO. 075-FF03
(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

	3581	Myrtle Grove El.	3125 NW 176 St., Opa-locka 33055
N	3621	Naranja El.	13990 SW 264 St., Naranja 33032
	3661	Natural Bridge El.	1650 NE 141 St., North Miami 33181
	6541	Nautilus Md.	4301 N Michigan Ave., MB 33140
	7901	New World School of Arts	300 NE 2 Ave., Miami 33132
	3701	Norland El.	19340 NW 8 Ct., Miami 33169
	6571	Norland Md.	1235 NW 192 Terr., Miami 33169
	3741	North Beach El.	4100 Prairie Ave., Miami Beach 33140
	3821	North County El.	3250 NW 207 St., Opa-locka 33056
	5131	North Dade Ctr./Modern Lang.	1840 NW 157 St., Opa-locka 33054
	6591	North Dade Md.	1840 NW 157 St., Opa-locka 33054
	3861	North Glade El.	5000 NW 177 St., Opa-locka 33055
	3901	North Hialeah El.	4251 E 5 Ave., Hialeah 33013
	7541	North Miami Beach Sr.	1247 NE 167 St., N. Mia. Bch. 33162
	3941	North Miami El.	655 NE 145 St., North Miami 33161
	6631	North Miami Md.	13105 NE 7 Ave., N Miami 33161
	7591	North Miami Sr.	800 NE 137 St., N. Miami 33161
	3981	North Twin Lakes El.	625 W 74 Pl., Hialeah 33014
	4001	Norwood El.	19810 NW 14 Ct., Miami 33169
O	4021	Oak Grove El.	15640 NE 8 Ave., No. Mia. Beach 33162
	4061	Ojus El.	18600 W Dixie Hwy., No. Mia. Bch 33180
	4071	Olinda El.	5536 NW 21 Ave., Miami 33142
	4091	Olympia Heights El.	9797 SW 40 St., Miami 33165
	4121	Opa Locka El.	600 Ahmad St., Opa-locka 33054
	4171	Orchard Villa El.	5720 NW 13 Ave., Miami 33142
P	4241	Palm Lakes El.	7450 W 16 Ave., Hialeah 33014
	4261	Palm Springs El.	6304 E 1St., Ave., Hialeah 33013
	6681	Palm Springs Md.	1025 W 56 St., Hialeah 33012
	4281	Palm Springs North El.	17615 NW 82 Ave., Hialeah 33015
		Palm Springs North PLC	
	4221	Palmetto El.	12401 SW 74 Ave., Miami 33156
	6701	Palmetto Md.	7351 SW 128 St., Miami 33156
	4301	Parkview El.	17631 NW 20 Ave., Opa-locka 33056
	4341	Parkway El.	1320 NW 188 St., Miami 33169
	6721	Parkway Md.	2349 NW 175 St., Opa-locka 33055
	0831	Pepper, Claude El.	14550 SW 96 St., Miami 33186
	4381	Perrine El.	8851 SW 168 St., Perrine 33157
	4391	Peskoe, Irving & Beatrice El.	29035 SW 144 Ave., Homestead 33033
	4401	Pharr, Kelsey L. El.	2000 NW 46 St., Miami 33142
	4441	Pine Lake El.	16700 SW 109 Ave., Miami 33157
	4461	Pine Villa El.	21799 SW 117 Ct., Goulds 33170
	4421	Pinecrest El.	10250 SW 57 Ave., Miami 33156
	4501	Poinciana Park El.	6745 NW 23 Ave., Miami 33147
	6741	Ponce de Leon Md.	5801 Augusto St., Coral Gables 33146
	4511	Porter, Dr. Gilbert L. El.	15851 SW 112 St., Miami 33196
	4771	Porter, Gilbert L. Dr. El. PLC	15751 S.W. 112 St., Miami, 33186

ATTACHMENT SC for BID NO. 075-FF03 (Continued)
M-DCPS DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

R	4541	Rainbow Park El.	15355 NW 19 Ave., Opa-locka 33054
	4581	Redland El.	24501 SW 162 Ave., Homestead 33031
	6761	Redland Md.	16001 SW 248 St., Homestead 33031
	4611	Redondo El.	18480 SW 304 St., Homestead 33030
	4491	Reeves, Henry E. S. El.	2005 NW 111 St., Miami 33167
	8151	Renick, Robert Educational Center	2201 NW 207 St., Opa-locka 33056
	8017	Reno, Janet New Chance	151 NW 60 Street
	6781	Richmond Heights Md.	15015 SW 103 Ave., Miami 33176
	8017	Richmond-Perrine Optimist (LEAP)	9955 W. Indigo St.
	4681	Riverside El.	1190 SW 2 St., Miami 33130
	6801	Riviera Md.	10301 SW 48 St., Miami 33165
		Roberts, Jane MLC	
	4691	Roberts, Jane S.K-8 Center	14850 SW Cottonwood Cir., Miami 33185
	4721	Rockway El.	2790 SW 93 Ct., Miami 33165
	6821	Rockway Md.	9393 SW 29 Terr., Miami 33165
	8017	Roving Leaders Alternative	1855 NW 119 Street
	4741	Royal Green El.	13047 SW 47 St., Miami 33175
	4761	Royal Palm El.	4200 SW 112 Ct., Miami 33165
S	4841	Santa Clara El.	1051 NW 29 Terr., Miami 33127
	2941	Saunders, Laura C. El.	505 SW 8 St., Homestead 33030
	8171	School for Applied Technology	225 NE 34th Street., Miami 33137
	4881	Scott Lake El.	1160 NW 175 St., Miami 33169
	4921	Seminole El.	121 SW 78 Pl., Miami 33144
	4961	Shadowlawn El.	149 NW 49 St., Miami 33127
	5001	Shenandoah El.	1023 SW 21 Ave., Miami 33135
	6841	Shenandoah Md.	1950 SW 19 St., Miami 33145
		Shenandoah MLC	
	5021	Sheppard, Ben El.	5700 W 24 Ave., Hialeah 33016
	4831	Sheppard, Ben El. PLC	5601 West 24 Ave., Hialeah 33016
	5141	Sibley, Hubert O. El.	255 NW 115 St., Miami 33168
	5041	Silver Bluff El.	2609 SW 25 Ave., Miami 33133
	5081	Skyway El.	4555 NW 206 Terr., Opa-locka 33055
	5101	Smith, John I. El.	10415 NW 52 St., Miami 33178
	5101	Smith, John I.PLC	10415 NW 52 St., Miami 33178
	0081	Smith, Lenora B./Allapattah El.	4700 NW 12 Ave., Miami 33127
	5121	Snapper Creek El.	10151 SW 64 St., Miami 33173
	7701	South Dade Sr.	28401 SW 167 Ave., Homestead 33030
	5201	South Hialeah El.	265 E 5 St., Hialeah 33010
	5241	South Miami El.	6800 SW 60 St., South Miami 33143
	5281	South Miami Heights El.	12231 SW 190 Terr., Miami 33177
	6881	South Miami Md.	6750 SW 60 St., S Miami 33143
	7721	South Miami Sr.	6856 SW 53 St., Miami 33155
	5091	South Pointe El.	1050 Fourth St., Miami Beach 33139
	5321	Southside El.	45 SW 13 St., Miami 33130
	7741	Southwest Miami Sr.	8855 SW 50 Terr., Miami 33165
	6861	Southwood Md.	16301 SW 80 Ave., Miami 33157
	9731	Specialized Development North	1400 NW 36 Street - 2nd Floor
	9731	Specialized Development Sotuh	11025 SW 84 St. Building 4
	5361	Springview El.	1122 Blue Bird Ave., Mia. Springs 33166
	5381	Stirrup, E.W.F. El.	330 NW 97 Ave., Miami 33172
	9731	Sunrise at Kendall	11280 SW 80 Terrace
	9731	Sunrise Miami Lakes Vocational	18295 NW 68 Ave.

ATTACHMENT SC for BID NO. 075-FF03
(Continued)
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF FOOD AND NUTRITION
SCHOOLS LIST ADDRESSES

	9731	Sunrise South Dade Station	70 NW 6 Street, Homestead 33030
	5401	Sunset El.	5120 SW 72 St., South Miami 33143
	5421	Sunset Park El.	10235 SW 84 St., Miami 33173
	5431	Sweetwater El.	10655 SW 4 St., Sweetwater 33174
	5441	Sylvania Heights El.	5901 SW 16 St., Miami 33155
T	0071	Thomas, Eugenia B. El.	5950 NW 114 Ave., Miami 33178
	6901	Thomas, W.R. Md.	13001 SW 26 St., Miami 33175
	5481	Treasure Island El.	7540 E Treasure Dr., Miami Beach 33141
	5521	Tropical El.	4545 SW 104 Ave., Miami 33165
	8017	Troy Community Academy	3300 NW 27 Ave, Suite 206
	5561	Tucker, F.S. El.	3500 Douglas Rd., Miami 33133
	7601	Turner, William Technical Sr.	10151 NW 19 Ave., Miami, 33147
	5601	Twin Lakes El.	6735 W 5 Pl., Hialeah 33012
V	8017	Vankara Educational Center	13331 Alexandria Drive
	7781	Varela, Felix Sr.	15255 SW 96th St., Miami 33196
	8017	Village Boys Unit, The	4900 NE 2 Avenue
	8017	Village Girls Unit, The	9400 NW 12 Street
	5641	Village Green El.	12265 SW 34 St., Miami 33175
	5671	Vineland El.	8455 SW 119 St., Miami 33156
W	5711	Walters, Mae El.	650 W 33 St., Hialeah 33012
	7791	Washington, Booker T. Sr.	1200 NW 6th Ave., Miami 33136
	8017	West Dade Institute	9708 SW 24 Street
	8017	West Hialeah Institute	7880 NW 103 Street
	5791	West Homestead El.	1550 SW 6 St., Homestead 33030
	5831	West Laboratory El.	5300 Carillo, Coral Gables 33146
	5861	West Little River El.	2450 NW 84 St., Miami 33147
	6961	West Miami Md.	7525 SW 24 St., Miami 33155
	5901	Westview El.	2101 NW 127 St., Miami 33167
	6981	Westview Md.	1901 NW 127 St., Miami 33167
	5931	Wheatley, Phillis El.	1801 NW 1st Pl., Miami 33136
	5981	Whigham, Dr. E. L. El.	21545 SW 87 Ave., Miami 33189
	5951	Whispering Pines El.	18929 SW 89 Rd., Miami 33157
	5961	Winston Park El.	13200 SW 79 St., Miami 33183
	5991	Wyche, Charles D. El.	5241 NW 195 Dr., Miami 33055
Y	5971	Young, Nathan El.	14120 NW 24th Ave., Opa-locka 33054

Office of Superintendent of Schools
Board Meeting of May 10, 2006

April 26, 2006

Business Operations
Ofelia San Pedro, Deputy Superintendent

SUBJECT: REQUEST THAT THE SCHOOL BOARD ADOPT AND IMPLEMENT AN ESTABLISHED SCHOOL WELLNESS POLICY IN ALIGNMENT WITH THE DISTRICT'S APPROVED SYSTEM OF HEALTH AND WELLNESS ADDRESSING HEALTH ISSUES FACING OUR STUDENTS AND PER THE REQUIREMENTS OF THE CHILD NUTRITION AND WIC REAUTHORIZATION ACT OF 2004

COMMITTEE: INNOVATION, EFFICIENCY & GOVERNMENTAL RELATIONS

Last spring, the Child Nutrition and WIC Reauthorization Act of 2004 required local educational agencies to adopt a School Wellness Policy by June, 2006. Additionally, at the November 16, 2005 Board Meeting, The School Board approved Agenda Item A-3, authorizing the Superintendent to establish healthy beverage and food guidelines for all food sales before, during and 1-hour after school, mandate physical education at all elementary/middle schools, implement the Fitness Lifestyle Design course at all un-served high schools, establish a Middle School Athletics/Activity coordinator supplement, commit to hold the Division of School Athletics/individual school Athletic programs harmless for any revenue lost from the change in food sale guidelines, and develop and implement a comprehensive Health Literacy curriculum to ensure that students meet the National Health Education Standards. These efforts began the process of creating a coordinated, comprehensive local School Wellness Policy which incorporates and integrates nutrition, physical education, health literacy and school-based healthcare.

The Child Nutrition and WIC Reauthorization Act of 2004 mandates that all local educational agencies adopt a School Wellness Policy that at a minimum: includes goals for nutrition education, physical activity, and other school based activities designed to promote student wellness; includes nutrition guidelines for all foods available on the school campus during the school day; provides the assurance that the guidelines for school meals are not less restrictive than those set by the federal government; establishes a plan for measuring implementation of the local wellness policy; involves parents, students, and representatives from the school food authority, the school board, school administrators and the public in the development of the wellness policy; and includes a plan for measuring and evaluating the implementation of the policy and reporting the effectiveness and recommended revisions, if necessary, to the School Board.

E-37

With the November 16, 2005 authorization of the School Board for the Superintendent to adopt the outlined System of Health and Wellness and Healthy Beverages and Food Guidelines, together with the recommendations of the district's Food and Nutrition and Physical Education Advisory Committee, a district School Wellness Policy meeting the required criteria for the Child Nutrition and WIC Reauthorization Act of 2004 has been developed and is attached hereto.

A copy of the November 16, 2005, School Board approved Agenda Item A-3, will be transmitted to the Board under separate cover and placed on file in the Citizen Information Center and the Office of the Board Recording Secretary.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, adopt and implement the attached School Wellness Policy effective July 2006, in alignment with the District's Approved System of Health and Wellness and per the requirements of the Child Nutrition and WIC Reauthorization Act of 2004.

WELLNESS POLICY

Preamble

The Miami-Dade County Public School District (M-DCPS) is committed to providing a healthy environment for students and adults within the school environment, recognizing that people must be physically healthy in order to achieve academic success.

M-DCPS also recognizes that there is a link between academic performance and the food served in schools, health literacy and nutrition education, physical education and physical activity, and environmental awareness.

The District will focus on achieving four goals:

- Nutrition – all students will have access to and take advantage of high-nutrient food options
- Physical Activity – all students will engage in the daily recommended levels of physical activity
- Health Literacy – all students will be educated on how to make 'health-enhancing' choices
- School-based Healthcare – all students will have access to physical and mental healthcare

Together, these objectives set the foundation for a coordinated, comprehensive wellness program that enables students to succeed academically.

Introduction

To promote wellness and address current health issues facing our students, including childhood overweight and obesity, the M-DCPS will provide:

1. Nutritious foods, available on campus during the school day, to promote student health;
2. Physical education and physical activity, to enable students to develop healthy lifetime habits conducive to cardiovascular conditioning, flexibility, coordination, balance and physical strength;
3. Health literacy and nutrition education to equip students to make the most health-enhancing decisions about the food choices available to them, and to understand health-related influences in the environment; and
4. School-based healthcare to protect students' physical, mental, social and emotional health.

   The M-DCPS Wellness Policy establishes objectives in each of these areas, and sets guidelines for how to meet them successfully in a coordinated, comprehensive wellness program that enables students to succeed academically.

Policies

1. **Nutrition Policy:** All students will have access to high-nutrient food options and to nutrition information about them.

   The Department of Food and Nutrition will serve food that is high in fiber, low in added fats, sugar, and sodium, respectful of cultural diversity and served in appropriate portion sizes consistent with USDA standards with adequate time allotted for meal consumption and in an environment conducive to making nutritional choices.

2. **Physical Education and Physical Activity Policy**: All students will engage in daily recommended levels of physical activity.

(2a) Physical Education is required for all students following national recommendations by grade level. If additional periods are added to the current six-period day in senior high schools, then physical education requirements may be increased beyond the current minimums, which are:

Elementary, grades K–5:	150 minutes per week, preferably at least 20 minutes daily.
Secondary, grades 6–12:	225 minutes per week, preferably at least 50 minutes daily, except for students whose academic program does not provide adequate time in the schedule.

Recess for students in grades PK – 5 is required to take place either three times a week for 15 minutes each time or two times a week for 20 minutes each time in all grades. Recess is defined as unstructured playtime that is supervised by adults, but not directed by adults.

(2b) Physical education will be taught by a certified specialist and be an essential part of every school's instructional program, subject to differing abilities of students. The program will stress the importance of physical fitness and encourage healthy lifestyles.

(2c) Physical education will include training in skills needed for enhancing health, such as:

- Comprehension of concepts related to health promotion, disease prevention, and reduction of health risk
- Ability to access valid health information
- Ability to analyze the influences of culture and technology on health
- Effective interpersonal communication skills
- Setting goals and making decisions
- Advocacy skills for personal, family and community health.

3. **Health Literacy Policy:** In addition to health and fitness taught in physical education programs, all students will be taught comprehensive principles of nutrition and health implications, media literacy, an appreciation of healthy food and other competencies essential to making health-enhancing choices. Strategies employed will include, but not be limited to:

(3a) Incorporating health literacy education into classroom instruction in all core curriculum areas including comprehensive concepts on health –enhancing behaviors and risk factor reduction for lifestyle disease prevention.

(3b) Providing nutrition education at all grade levels which includes lessons and experiential learning opportunities that enhance health:

- Emphasize the importance of goal-setting and positive decision-making strategies that enhance health including those related to food intake and energy expenditure.
- Analyze the influence of culture, media and other factors on food choices and preferences in personal health practices including food preparation methods that enrich and challenge healthy living.

(3c) Training students to differentiate between marketing messages and substantive health information.

(3d) Promoting healthy food choices on school premises by making relevant nutrition information available as close as possible to the point of choice.

4. **School-based Healthcare Policy:** All students will have access to physical, mental, social and emotional healthcare.

(4a) School Health Connect will provide every school with a school-based health team to ensure that a coordinated level of healthcare is consistently available at every school, including but not limited to:

- Link to medical home
- Mandated screenings and assessments with appropriate follow-up
- System for dealing with crisis medical situations
- Appropriate administration of medications
- Social histories
- Mental health counseling and primary care as appropriate

(4b) Each team will be composed of a school nurse, school social worker, and two health technicians. Currently, it is estimated that each team will serve two schools. Each team will be associated with one or more community health providers, who will provide health services to students and/or link students to medical homes.

(4c) Staff Wellness

- Information on health literacy, nutrition and physical activity will be provided to all school district staff.

Monitoring and Evaluation

The Superintendent's Wellness Advisory Committee is responsible for reviewing and monitoring the District's Wellness Policy in accordance with the District's goals and initiatives to ensure high academic achievement through enhanced wellness curriculum and programs to improve the health of all students.

The goals, objectives and guidelines of the M-DCPS Wellness Policy will be reviewed annually. Recommendations to the Superintendent by the Wellness Advisory Committee will address responses to changing conditions, more effective techniques and proven strategies, incorporate new objectives if needed, and ensure that the guidelines reflect emerging scientific knowledge relevant to our children's health.

MEMORANDUM May 3, 2006

TO: The Honorable Chair and Members of The School Board of Miami-Dade County, Florida

FROM: Rudolph F. Crew, Superintendent of Schools

SUBJECT: **SUPPLEMENTAL INFORMATION FOR AGENDA E-37, SCHOOL BOARD MEETING OF MAY 10, 2006: REQUEST THAT THE SCHOOL BOARD ADOPT AND IMPLEMENT AN ESTABLISHED SCHOOL WELLNESS POLICY IN ALIGNMENT WITH THE DISTRICT'S APPROVED SYSTEM OF HEALTH AND WELLNESS ADDRESSING HEALTH ISSUES FACING OUR STUDENTS AND PER THE REQUIREMENTS OF THE CHILD NUTRITION AND WIC REAUTHORIZATION ACT OF 2004**

As background information for Agenda Item E-37, attached please find approved Agenda Item A-3 from the November 16, 2005 School Board meeting. This item outlines the cost and timing for the recommended actions in Attachment B of Agenda Item A-3.

If you require additional information, please contact Ms. Ofelia San Pedro, Deputy Superintendent, Business Operations at 305-995-4581.

RFC:jls
M-1442
Attachment

Rudolph F. Crew, Ed.D., Superintendent of Schools

SUBJECT: **REQUEST THAT THE SCHOOL BOARD AUTHORIZE THE SUPERINTENDENT TO:**

1. **ESTABLISH HEALTHY BEVERAGES AND FOOD GUIDELINES FOR ALL FOOD SALES BEFORE, DURING, AND 1 HOUR AFTER SCHOOL AS OUTLINED IN ATTACHMENT A**
2. **MANDATE PE AT ALL ELEMENTARY/MIDDLE SCHOOLS**
3. **IMPLEMENT FITNESS LIFESTYLE DESIGN COURSE AT ALL UN-SERVED HIGH SCHOOLS**
4. **ESTABLISH A MIDDLE SCHOOL ATHLETICS/ACTIVITY COORDINATOR SUPPLEMENT**
5. **COMMIT TO HOLD THE DIVISION OF SCHOOL ATHLETICS/INDIVIDUAL SCHOOL ATHLETIC PROGRAMS HARMLESS FOR ANY REVENUE LOST FROM CHANGE IN FOOD SALES GUIDELINES**
6. **DEVELOP AND IMPLEMENT A COMPREHENSIVE HEALTH LITERACY CURRICULUM TO ENSURE THAT STUDENTS MEET THE NATIONAL HEALTH EDUCATION STANDARDS**

COMMITTEE: **INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT**

Introduction

Over the past several years, School Board members have introduced different initiatives that demonstrate their commitment to the health and wellness of our students. Ms. Perla Tabares Hantman introduced an item that established a cold and flu prevention program. Mr. Agustin J. Barrera introduced an item that established a partnership with the City of Miami Mayor's Task Force on Health and the Cuban-American National Council, Inc. to promote awareness on childhood obesity. Mr. Frank J. Bolaños introduced an item that established a partnership between the City of Miami, the Save a Life Foundation, and the District to implement a first response emergency training program. Dr. Martin Karp introduced an item to investigate the feasibility of having CPR certified staff members at school sites. Dr. Marta Pérez submitted an item to ban carbonated beverages and another item to develop a wellness policy. During the past months, staff has worked to identify a System of Health and Wellness that addresses the health issues facing our students. The following recommendations are focused on achieving four objectives:

- Nutrition – all students will have access to and take advantage of high-nutrient food options
- Physical Activity – all students will engage in the daily recommended levels of physical activity
- Health Literacy – all students will be educated on how to make 'health-enhancing' choices
- School-based Healthcare – all students will have access to physical and mental healthcare

Together, they set the foundation for a coordinated, comprehensive wellness program that enables students to succeed academically.

Background

National statistics on obesity clearly define an epidemic that experts predict will result in perhaps the first generation of Americans that will have a shorter life expectancy than their parents. The majority of American youth are sedentary and do not eat well. Poor nourishment and lack of physical activity can lead to learning problems in school and school-related problems that can continue into adulthood.

A-3

Current status

Miami-Dade County Public Schools (M-DCPS) has instituted a number of initiatives that address the wellness of our students including, but not limited to, the following:

- School menus comply with the Dietary Guidelines for Americans and vendor contracts include provisions to ensure that healthy beverage/snack options are available in vending machines.
- Elementary and secondary schools implement Physical Education, Health Education, and HIV/AIDS education.
- A mandatory screening program is conducted at multiple grade levels for vision, hearing, and scoliosis, as well as, follow-ups for hypertension.
- Nutrition education, as outlined in the Sunshine State Standards Health Curriculum, is provided upon request to all grade levels by nutrition educators who are Registered Dietitians.
- Recess is currently being implemented in PK-5 grades, either three times a week for 15 minutes each time or two times a week for 20 minutes each time.

While the policies and programs instituted have proven to have an impact on health issues, M-DCPS has not yet instituted a comprehensive program to improve the health of our students.

Cost and timing for the recommended actions are outlined in Attachment B.

RECOMMENDED: Request that The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. Establish Healthy Beverages and Food Guidelines for **all** food sales before, during, and 1 hour after school as outlined in Attachment A
2. Mandate PE at all elementary/middle schools
3. Implement Fitness Lifestyle Design course at all un-served high schools
4. Establish a Middle School Athletics/Activity coordinator supplement
5. Commit to hold the Division of School Athletics/individual school Athletic programs harmless for any revenue lost from change in food sales guidelines
6. Develop and implement a comprehensive Health Literacy curriculum to ensure that students meet the national health education standards

HEALTHY BEVERAGES AND FOOD GUIDELINES

M-DCPS is committed to providing an environment in which all students can make healthful food choices for lifelong health. As such, the following Healthy Food and Beverage Guidelines will be implemented effective July 1, 2006 for all food sales before, during, and 1 hour after school.

Beverage guidelines

- Only fruit-based drinks, composed of no less than 50% fruit juices with no added sweeteners, artificial flavors or colors.
- Drinking water with no additives except those minerals normally added to tap water.
- Electrolyte replacement drinks that do not contain more than 34 grams of added sweetener per 16 ounce serving; 16 ounce maximum volume.
- Milk and flavored milks, all milk should contain Vitamin A and D at levels specified by the Food and Drug Administration.

The following are not allowed:

- Carbonated beverages
- Beverages containing additives such as herbal and non-vitamin supplements
- Food colorings and flavors not proven safe by the Food and Drug Administration
- Beverages containing vitamin and/or mineral supplements
- Beverages in glass containers

Food guidelines

- No more than 35% of total calories from fat
- No more than 10% of total calories from saturated fat, including trans fat
- No more than 35% added sugar by weight

Portion guidelines

- Beverages, except for water: less than 16 oz.
- Snacks and sweets (including but not limited to chips, crackers, popcorn, cereal, trail mix, nuts seeds, dried fruit): 1.5 oz.
- Cookies/cereal bars: 2 oz.
- Bakery items (e.g., pastries, muffins): 3 oz.
- Frozen desserts, ice cream: 3 fluid oz.
- Other items (including, but not limited to, French fries and onion rings) shall be no larger than the portions served by Food and Nutrition Services

REPLACE THIS PAGE ONLY

COST AND NEXT STEPS FOR RECOMMENDATIONS

RECOMMENDATION	COST	NEXT STEPS
Establish Healthy Beverages and Food Guidelines for **all** food sales	• Potential loss of revenue in first year of implementation; expected to be no loss of revenue in the longer-term	• New vending machine access bid to be released in Dec. 2005
Mandate PE at all elementary/middle schools	• ~$3.4 million in new PE teacher allocation	• Full implementation by 2008
REVISED Establish a Middle School Athletics/ Activity coordinator supplement	• $158,000 for Middle School Athletics/Activity Coordinators	• Begin Jan. 2006
REVISED Implement Fitness Lifestyle Design course at all un-served high schools	• $700,000 for additional fitness centers – Capital Expense	• Full implementation by 2007
Commit to hold the Division of School Athletics/individual school Athletic programs harmless for any revenue lost from change in food sales guidelines	• Cost of replacing any lost revenue from change in food sales guidelines (TBD)	• TBD pending results of vending machine access bid
Develop and implement a comprehensive Health Literacy curriculum to ensure that students meet the national health education standards	• To be determined	• To be developed in 2006 for implementation in 2007
Implement School Health Connect Teams	• $7 million in redirected funding, not additional cost	• Final proposal due in January

ATTACHMENT FS: BID NO. 075-FF03
ASSORTED NON-CARBONATED BEVERAGES
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 CAFETERIA AND 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. 075-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.

ATTACHMENT JV: AFFIDAVIT OF JOINT VENTURE

Miami-Dade County Public Schools (M-DCPS) Bid #075-FF03 Assorted Non-Carbonated Beverages

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. **075-FF03 Assorted Non-Carbonated Beverages.**

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)

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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