

REQUEST FOR PROPOSALS

**TO PROVIDE CORPORATE SPONSORSHIP FOR THE ATHLETIC PROGRAM OF THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

MAY 11, 2004

RFP NO. 078-DD10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132

REQUEST FOR PROPOSALS # 078-DD10

TO PROVIDE CORPORATE SPONSORSHIP FOR THE ATHLETIC PROGRAM OF THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Sealed proposals will be accepted in Procurement Management, at the above location,
until **2:00 P.M.** on May 11, 2004 and may not be withdrawn for one hundred twenty (120)
days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR
COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED
WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER.
PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS
PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE
LAW.

CERTIFICATION AND IDENTIFICATION FOR CONTRACTORS SUBMITTING
PROPOSALS.

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

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE _____

BY: TYPED _____

TITLE: _____

I. PREPARING OF PROPOSALS

- A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.
- B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

- A. Number of Proposals:

A total (9) of the Proposal must be submitted as follows:

- * The original proposal in a sealed envelope or box marked "Original."
- ** (8) copies of the proposal in a separate sealed envelope or box marked "Copies."

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

- B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. May 11, 2004.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to May 11, 2004. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After May 11, 2004, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST 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. This notice shall contain the following statement:

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

- 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 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 of the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of 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 provided by this paragraph.
- C. The notice of protest will be reviewed by Procurement Services staff, which will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes, by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

V. AWARDS

- A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.
- B. **NOTIFICATION OF INTENDED ACTION.** Notices 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 Board action.

VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance

and/or poor performance, the awardee shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

VII. 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 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.

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its 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 grantee (The Board) or sub-grantee makes final payment.

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.

IX. CONE OF SILENCE BOARD RULE 6GX13-8C-1.212

DEFINITION:

- A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:
1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
 2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. ;

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- D. Nothing contained herein shall prohibit any potential vendor or vendor's representative:
1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
 2. from engaging in contract negotiations during any duly noticed public meeting;

3. from making a public presentation to the School Board during any duly noticed public meeting; or
4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.

History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

New: 6-18-03

Revised 11/03

REQUEST FOR PROPOSALS NO. 078-DD10

Corporate Sponsorship for the Athletic Program of The School Board Of Miami-Dade
County, Florida

I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools (M-DCPS)
Department of Athletics/Activities
1500 Biscayne Blvd
Miami, Fl 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to evaluate and select a sports drink company that will provide corporate support for enhancement of the Greater Miami Athletic Conference (GMAC) and the Athletic Program of Miami-Dade County Public Schools. It is anticipated that this sponsorship would provide a minimum of \$20,000 each year of the potential five (5) year contract.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Nine copies of this proposal, including one of which shall be an original must be received by 2:00 p.m. (Eastern Daylight Time) on May 11, 2004 at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management
1450 N.E. Second Avenue, Room 352
Miami, FL 33132

The proposal must be submitted in a sealed envelope or box marked "PROPOSALS TO PROVIDE CORPORATE SPONSORSHIP FOR THE ATHLETIC PROGRAM" of The School Board of Miami-Dade County, Florida. It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida (School Board), for acceptance on or about **June 16, 2004**. If accepted, notification to the successful proposer will be on or after June 16, 2004. The School Board reserves the right to reject any and all proposals.

IV. SCOPE OF SERVICES

DESCRIPTION OF THE PROGRAM

The proposer(s) must submit technical qualifications, which set forth accurate and complete responses to this solicitation. The technical qualifications are "requirements oriented," detailing the minimum services the proposer(s) will provide.

The sole compensation for the services provided under this contract will be in the form of sales resulting from the placement of two (2) sports drink vending machines at each of the potential (36) participating senior high school locations. (See Attachment A)

The proposer understands that there will not be exclusivity at the schools, that there are and will be other vending machine operations at the school sites which benefit the Food Service Program and other school sponsored functions.

The successful vendor will be required to enter into an agreement with each participating school location. A sample of that agreement (Attachment B) may be modified to include the technical and practical sections of the awarded proposal. No other agreement will be accepted.

V. SPECIFICATIONS FOR SPORT BEVERAGE

All products offered must meet the following specifications:

- a. Product must be a non-carbonated, non-caffeinated, non-alcoholic fluid replacement beverage
- b. Product shall contain 40-80 calories per eight fluid ounces in a 4%-8% carbohydrate concentration solution with 0% fat and 0% protein.
- c. Carbohydrates should be in a glucose polymer solution and no more than 50% of available carbohydrates may come from fructose.
- d. Sodium concentration should not exceed 135 mg per eight fluid ounces, and potassium concentration may not exceed 45 mg per eight fluid ounces.
- e. Beverage should be packaged in a non-breakable, shatterproof plastic container or in a recyclable aluminum can.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS

The proposer(s) must be able to address the following items in regard to the specifications of the proposal:

1. Documentation of ongoing corporate sponsorship programs in other School districts.
2. Percentage of business is currently sports drink vending and what percent of that sports drink vending would be MDCPS business?
3. Staff member responsible for coordinating the daily operations?
4. Descriptions of quality control procedures to insure that all service requirements are met?
5. Concept of installation, location and service of vending machines.
6. Descriptions of product to be sold and unit price
7. Provide concept of management of vending machines
8. Specifically address the financial and accounting procedures that you would follow
9. Provide a list of enhancements/additional services that you will provide MDCPS as part of this contract

TECHNICAL REQUIREMENTS

The technical section of the proposal shall specifically address the manner in which the proposer(s) will meet the minimum requirements presented below.

1. Concept for installation of vending machines
2. Number and location of vending machines per school
3. Service, maintenance and repair
4. Quality, sanitation and cleanliness
5. Type of product to be sold
6. Sales price
7. Experience of firm, key personnel and support personnel

FINANCIAL REQUIREMENTS

Proposers must specifically address the requirements presented below regarding their company:

Financial Viability

- a. Proposers must be able to demonstrate that they have the necessary financial resources to devote to the project. Evidence of this must be indicated by capitalization of the Proposer's firm, the history of the firm, the corporate structure, and the number of years the proposer has been in business.
- b. Type of company (owned, public, private, corporation)

- c. The proposer shall provide, at the time of interviews/demonstrations/testing, its current financial statement, which can be retrieved upon completion of the presentation.
- d. Bankruptcy information of proposer or affiliated firm for which proposer has a controlling interest. *Please explain if applicable.*
- e. Please indicate whether or not there has been any legal action against your company during the past five years. If yes, please explain.

Failure to present this information may cause the proposal not to be considered for award.

Additional financial information is also required

- A. Concept for developing management and financial reports
Dollars toward sponsorship to GMAC

- 1) Estimated dates of payment
- 2) Amount of payments

- B. Percentage of gross receipts from sales
Percentage or dollar value per unit

- 1) Statements
 - a. Dollar volume
 - b. Time period
 - c. Gross sales
 - d. Commission per machine commission per school

- C. Accounting procedures

- D. Additional enhancements/incentives above and beyond the actual cash value provided without cost to MDCPS, such as coolers, powder mix, cups and/or squeeze bottles, etc.

Committee members may be represented by other personnel as needed.

VI. TERMS OF CONTRACT

- A. The award of this proposal will result in a two (2) year contract for services with three (3) one-year renewal options, and if needed, 90 days beyond the expiration date of the current contract period, based upon mutual agreement

between the successful contractor and the School Board of Miami- Dade County, Florida, subject to final Board approval. The renewal will be contingent upon a formal written evaluation of the services provided by the successful contractor.

- B. The School Board, by Florida law, must reserve the right to cancel the contract in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services, whichever is more stringent. The Board shall have the right to cancel the agreement for unacceptable performance at any time, giving the other party sixty (60) days prior written notice.
- C. No debriefing or discussion will be held with unsuccessful proposers. Upon official release of this RFP, no private communications with prospective proposers will be held with School Board members or staff in order to maintain a fair and impartial competitive process.
- D. The District reserves the right to negotiate modification with any proposers as necessary to serve the best interest of the District. In addition, the District reserves the right to waive, at its discretion any procedural irregularity, immaterial defects or other improprieties, which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.
- E. In formalizing this agreement, the School Board will reserve the right to restate and/or renegotiate with the selected proposer such pricing additions, deletions, changes, or clarifications of the provisions of this agreement as may be necessitated by law or circumstance.

VII. EVALUATION OF PROPOSALS

Representatives of the District identified in this document will evaluate proposals in order to ascertain which proposal best meets the needs of the District. Evaluation considerations will include, but are not limited to the following criteria:

- Compliance with all requirements and guidelines delineated in the RFP
- Expertise in corporate sponsorship
- Financial viability
- Commission and percentage of sales
- Vending concept

To assist the selection committee, please ensure responses adequately address all questions and requirements. All supporting documentation included for the response must be clearly cross-referenced to the relevant section, page and

requirement, which it supports in the RFP. If the proposer does not provide a requirement, the response should be identified as "Not Available." In order to assist the selection committee, the District reserves the right to short list proposals for purposes of demonstrations and final selection.

VIII. EVALUATION COMMITTEE

- Two representatives from the Division of Athletics Activities
- An Athletics Director selected from a senior high school
- A senior high school principal
- A representative from Food & Nutrition
- A representative from PTA/PTSA
- A representative from the Management and Compliance Audits (Non-voting)
- A representative from the Division of Procurement Management (Non-Voting)
- A representative from Division of Business Development and Assistance

IX. AFFIRMATIVE ACTION REQUIREMENTS AND M/WBE PARTICIPATION

A) Equal Employment Opportunity

It is the policy of the School Board that no person will be denied access, employment training, or promotion on the basis of gender, race, color, religion, ethnic, or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability, and that merit principles will be followed. Each proposer must submit its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (See Attachment C)

B) Minority/Women Business Enterprise (M/WBE) Participation

The School Board of Miami-Dade County, Florida has an active Minority/Women Business Enterprise Program to affirmatively increase the level of Minority/Women Business Enterprise participation to the maximum percentage of total annual expenditures. In order to achieve its assistance levels, the Board provides the maximum opportunity for Minority/Women Business Enterprise participation.

In keeping with this policy, each proposer must state its Minority/Women Business Enterprise utilization. If a minority firm, which is woman-owned and operated, or African American owned and operated, is utilized in conjunction with the scope of work, the proposer is to indicate the scope of the women/minority proposer's work, experience in this type of required service, and experience of staff participating.

All Minority/Women firms must be certified by the Division of Business Development and Assistance, prior to contract award, see Attachment D.

M/WBE Documentation Requirements

A quarterly report documenting efforts undertaken by the proposer to maintain the stipulated M/WBE participation will be required. The report shall include the names of firms, contact persons and expenditures paid to date. The report shall be submitted to the Director, Division of Business Development and Assistance, 1450 N.E. 2nd Avenue, Room 456, Miami, Florida 33132.

X. INDEMNIFICATION

The successful proposer, when selected for this RFP, shall agree to provide proof of Professional Liability Insurance and to the following language:

The proposer shall hold harmless, indemnify and defend indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, 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 proposer, excluding only the sole negligence of 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.

XI. PROOF OF INSURANCE COVERAGE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with the certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

- Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.
- Commercial General Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents, must be listed as an additional insured on the policy.
- Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work as outlined in this RFP, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage liability.

- Proof of Professional Liability Insurance (e.g., medical malpractice) in the name of the proposer, with limits of liability not less than \$1,000,000 per wrongful act.
- All certificates of insurance submitted must be issued by companies authorized to conduct business under the laws of the State of Florida, with an A.M. Best rating (most currently published) must be no less than "B +" as to management, and no less than "Class V" as to financial strength. Certificates shall indicate no modification in insurance be made without thirty (30) days advanced written notice to the additional named insured or certificate holder.

XII. IMPLEMENTATION SCHEDULE

The estimated schedule for selecting and awarding the project is as follows:

| | |
|---|-----------------------|
| Procurement Contract Review Committee | March 11, 2004 |
| Mailing of Request for Proposals | April 16, 2004 |
| Submission of Questions by Proposers | April 26, 2004 |
| Distribution of Responses to Questions | April 28, 2004 |
| Reponses to RFP Due to District (no later than 2:00 p.m. E.S.T.) | May 11, 2004 |
| Evaluation of Proposals | May 18, 2004 |
| Oral presentations (if necessary) | May 26, 2004 |
| Recommendation to School Board for Award | June 16, 2004 |

Please note that an electronic version of the RFP is also available on the district's website www.dadeschools.net, as of the date of mailing. Submission of questions by proposers may be done via e-mail and responses may be issued via e-mail.

XIII. ADDITIONAL INFORMATION

The following individual should be contacted in writing for any additional information with respect to this Request for Proposals:

Ms. Barbara Jones, Director
 Division of Procurement Management
 Miami-Dade County Public Schools
 1450 N.E. 2nd Avenue, Room #356
 Miami, Florida 33132
 (305) 995-2348
 Email: bjones@sbab.dade.k12.fl.us

The District, in its discretion, reserves the right to notify all proposers of the results of any communication in which additional specifications or clarifications are discussed.

ATTACHMENT (A)

ATHLETICS/ACTIVITIES AND ACCREDITATION
 SENIOR HIGH SCHOOL STAFF DIRECTORY
 2003-2004

| MAIL CODE | SCHOOL | PRINCIPAL | ATHLETIC DIRECTOR | TELEPHONE | CELL PHONE | FAX |
|-----------|----------------------------|---------------------------|----------------------|-------------------------|----------------|----------------|
| 8019 | ACE | Ms. Andrea Loring | TBA | (305) 460-2946 | N/A | (305) 460-2944 |
| 7011 | American | Dr. Louis Algaze | Mr. Patrick Iacono | (305) 557-3770 x2272 | (305) 776-4109 | (305) 557-4346 |
| 7051 | Braddock, G. Holmes | Mr. Manuel S. Garcia | Mr. Donald Eric Lape | (305) 225-9729 x2246 | (305) 338-3738 | (305) 221-3312 |
| | Columbus, Christopher H.S. | Brother Pat McNamara | Mr. Chris McKein | (305) 223-5650 x238 | (305) 776-4111 | (305) 223-5829 |
| 7071 | Coral Gables | Mr. Alex Martinez | Mr. Harold Cole | (305) 443-4871 x2245 | (305) 776-4112 | (305) 441-8094 |
| 7101 | Coral Reef | Ms. Adrienne Leal | Ms. Maria Siegfriedt | (305) 232-2044 x2107 | (786) 554-1180 | (305) 252-3454 |
| 7081 | Design & Architecture | Ms. Stacey Mancuso | Mr. Glen Beitelshoes | (305) 573-7135 x2208 | N/A | (305) 573-8253 |
| 7121 | Ferguson, John A. | Dr. Donald Hoecherl | Mr. Robert Zell | (305) 551-8708 | (305) 322-9823 | (305) 222-4923 |
| 7751 | Goleman, Barbara | Mr. Marcos Moran | Mr. Robert Piero | (305) 362-0676 x2210 | (305) 776-4115 | (305) 827-0249 |
| 7111 | Hialeah | Dr. Carmen Maristany | Mr. Len Sanders | (305) 822-1500 x2268 | (305) 776-4116 | (305) 828-5513 |
| 7131 | Hialeah-Miami Lakes | Mr. Richard Vidal | Mr. Michael Colby | (305) 823-1330 x2243 | (305) 776-4117 | (305) 821-9363 |
| 7151 | Homestead | Mr. Timothy Dawson | Mr. Kelvin Justice | (305) 245-7000 | N/A | (305) 248-9824 |
| 7141 | Krop, Dr. Michael M. | Mr. George Nunez | Mr. Ron Rodriguez | (305) 652-6808 x102 | (305) 776-4114 | (305) 651-3039 |
| 7161 | MAST Academy | Dr. Consuelo V. Dominguez | Mr. Raul Costero | (305) 365-6278 x2270 | (305) 776-4119 | (305) 361-0996 |
| 7201 | Miami Beach | Ms. Jeanne Friedman | Mr. Dung Nguyen | (305) 532-4515 x2219 | (305) 776-4120 | (305) 531-9209 |
| 7231 | Miami Carol City | Mr. Albert Payne | Mr. Shannon Sejeck | (305) 621-5681 | N/A | (305) 620-8862 |
| 7251 | Miami Central | Mr. Samuel L. Johnson | Mr. Ramon C. Patrice | (305) 693-1584 (Direct) | (305) 776-4122 | (305) 694-1797 |
| | | | | (305) 696-4161 (School) | | |
| 7271 | Miami Coral Park | Ms. Doris Granberry | Mr. Doug Wycoff | (305) 226-6565 x2212 | (305) 776-3881 | (305) 553-4658 |
| 7301 | Miami Edison | Mr. Theron A. Clark | Mr. Andre Williams | (305) 751-7337 x2247 | (305) 776-4121 | (305) 754-2657 |
| 7341 | Miami Jackson | Mr. Ronald D. Major | Mr. John Askew | (305) 634-2621 x2267 | (305) 776-4125 | (305) 634-7477 |
| 7361 | Miami Kilian | Mr. Alberto Rodriguez | Mr. Otis Collier | (305) 271-3311 x291 | (305) 776-4126 | (305) 274-5329 |
| 7254 | Miami MacArthur North | Mr. Lowell Crawford | Mr. Alonzo Boykins | (305) 826-1989 x2200 | (954) 438-9536 | (305) 558-8347 |

| MAIL CODE | SCHOOL | PRINCIPAL | ATHLETIC DIRECTOR | TELEPHONE | CELL PHONE | FAX |
|-----------|-----------------------|------------------------|--------------------------|----------------------|----------------|----------------|
| 7631 | Miami MacArthur South | Mr. Steve Rummel | Mr. Phillip Cooper | (305) 279-5422 x2231 | (305) 776-4128 | (305) 279-8973 |
| 7381 | Miami Norland | Mr. Willie B. Turner | Mr. Ira Fluit | (305) 653-1416 x2209 | (305) 342-9134 | (305) 651-6175 |
| 7411 | Miami Northwestern | Dr. Steve Gallon, III | Mr. Gregory Killings | (305) 836-0991 x2217 | (305) 710-8741 | (305) 691-4955 |
| 7431 | Miami Palmetto | Ms. Janet Hupp | Ms. Yvette McKinney | (305) 235-1360 x2234 | (305) 776-4131 | (305) 378-9289 |
| 7461 | Miami Senior | Mr. Victor Lopez, Jr. | Mr. Luis A. Perez | (305) 649-9800 x2225 | (305) 776-4132 | (305) 649-8179 |
| 7731 | Miami Southridge | Mr. Carzell J. Morris | Ms. Donna Lee | (305) 238-6110 x2214 | (305) 297-1535 | (305) 253-4456 |
| 7511 | Miami Springs | Mr. Douglas Rodriguez | Mr. Carlos H. Perez | (305) 885-3585 x2274 | (305) 776-4134 | (305) 885-2085 |
| 7531 | Miami Sunset | Mr. Daniel Tosado | Mr. George Phelan | (305) 385-4255 x2260 | (786) 942-8552 | (305) 385-6458 |
| 7591 | North Miami | Mr. Carmell A. White | Mr. Steve Zeleny | (305) 891-6590 x2346 | (305) 776-4136 | (305) 895-1788 |
| 7541 | North Miami Beach | Mr. Raymond L. Fontana | Mr. Julio A. Echemendia | (305) 949-8381 x2269 | (786) 252-1668 | (305) 949-0491 |
| 7701 | South Dade | Mr. Tom Halfaker | Mr. Joel Furnari | (305) 247-4244 x2268 | (305) 776-4138 | (305) 248-3867 |
| 7721 | South Miami | Mr. Craig Speziale | Mr. James C. Colzie, Jr. | (305) 666-5871 x2239 | (305) 776-4139 | (786) 268-1881 |
| 7741 | Southwest Miami | Mr. Jorge Sotolongo | Mr. Frank Baquedano | (305) 274-0181 | (305) 776-4140 | (305) 596-7370 |
| 7781 | Varela, Felix | Ms. Millie Fornell | Mr. Ron Balazs | (305) 752-7900 x1017 | N/A | (305) 386-8987 |
| 7791 | Washington, Booker T. | Ms. Gloria F. Evans | Ms. Lisa Starks | (305) 324-8900 x2451 | (786) 942-6245 | (305) 324-4676 |

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
VENDING MACHINE/SERVICE AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 19___, by and between _____, located at _____ (hereinafter referred to as "MDCPS" and/or "the MDCPS representative") and _____ located at _____ (hereinafter referred to as the "Vendor").

WITNESSETH

WHEREAS, MDCPS desires to avail itself of the Vendor's vending machine services (hereinafter referred to as "Vending Services"); and,

WHEREAS, the above stated Vendor desires to perform its Vending Services for MDCPS, under terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. MDCPS' GRANT TO THE VENDOR

MDCPS grants unto the Vendor, as an independent contractor, the right to operate a Vending Service at the following described premises:

(such location hereinafter referred to as the "Premises"), and the right to install and operate coin/currency operated vending machines, limited to canned drink machines, and to sell sports drink beverage items (said operation herein referred to as "Vending Service").

SECTION 2. VENDOR RESPONSIBILITIES

A. Pursuant to the provisions of this Agreement, the Vendor will install, service, maintain and repair at high standards of quality, sanitation, and cleanliness as determined by MDCPS, such mutually agreed number and type of vending machines at mutually agreed upon locations for the sale of sports drink beverage products, and will keep said machines adequately serviced and supplied with appropriate merchandise in good quality and at reasonable prices. The number and type of machines will be listed on Attachment 1, as well as the types of products to be sold and the selling price. This attachment is made a part of this Agreement by reference herein.

1. All vending machines provided to MDCPS locations shall be equipped with meters/counters to record all sales unless otherwise approved by MDCPS or the MDCPS representative. Vendor will be required to count all monies at each site location at the time of collection, in the presence of a designated MDCPS employee, and will issue a receipt at that time for all monies collected, unless otherwise approved by MDCPS or the MDCPS representative. All vending machines will have change making devices.

2. Service to vending machines found to be out-of-order shall be provided within six (6) business hours of notification by MDCPS or the MDCPS representative.

3. The sales price of all merchandise sold shall not be higher than the price normally charged to the public in the Miami-Dade County area. All prices charged or any change to prices charged must be approved in writing by MDCPS.

4. Equipment location will be indicated by each school principal or site administrator during an initial on-site inspection visit. MDCPS or the MDCPS representative shall have the authority to change the location of vending, or to change the number of machines in use at any given time. If experience indicates the need for additional machines, these may be authorized by MDCPS or the MDCPS representative, and upon such authorization, the Vendor shall furnish such additional machines.

B. The Vendor agrees to pay all Federal, State and local taxes, including but not limited to sales and/or use taxes which may be assessed against the Vendors equipment or merchandise or in connection with the operation of its Vending Services upon the Premises, in accordance with applicable Federal, State and local laws and regulations. The Vendor also agrees to comply with all Federal, State and local laws and regulations governing the preparation, handling and serving of foods, and to procure and keep in effect all necessary licenses, permits, and food handlers cards required by law, and to post such permits within the vending areas in a prominent place as required by law. The vendor agrees to provide a direct pay permit within 60 days after execution of contract.

1. All taxes as stated above shall be paid by the Vendor directly to the taxing authority and shall be paid by the Vendor after the percentage of gross receipts has been computed and paid to MDCPS.

C. The vendor shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to health examination as proper city, state or Federal authority may require in connection with their employment. All persons employed by the Vendor will be employees of the Vendor, and not of MDCPS, and will be covered by the appropriate bond and insurance.

D. All records shall be kept on file by the Vendor, for a period of three (3) years from the date the record is made, and the Vendor shall, upon reasonable notice, give MDCPS, the MDCPS representative the right to inspect, examine and audit, during normal business hours, such of the Vendors records which are directly relevant to the financial arrangements of this Agreement. The cost of such inspection, examination and audit will be at the sole expense of MDCPS and such inspection, examination and audit shall be conducted at the Vendor location where said records are normally maintained.

E. The Vendor agrees that its employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which MDCPS imposes upon its employees and students.

SECTION 3. MDCPS RESPONSIBILITIES

A. MDCPS shall, without cost to the Vendor, provide the Vendor with the necessary space for the operation of said Vending Services, and shall furnish without cost to the Vendor all utilities and facilities reasonable and necessary for the efficient performance of this Agreement by the Vendor, including but not limited to the following: heat, hot and cold water, lights and electric current, garbage removal services, and exterminator services as part of MDCPS normal service. MDCPS will, at its own cost and expense, install such utility outlets as may be required at MDCPS designated areas where the vending equipment is to be located.

B. MDCPS shall provide cleaning maintenance and janitor service, without cost to the Vendor, in order to sweep, mop and keep the Vending Service area and the Premises in a safe and clean condition, as part of the normal MDCPS program.

SECTION 4. FINANCIAL ARRANGEMENTS

A. The vendor shall pay to MDCPS, the percentage of gross receipts as stated in Attachment I, which is made a part of this Agreement by reference herein. The percentage may increase, but shall not decrease during the term of the Agreement.

1. Gross receipts, as used herein shall be construed to include all monies inserted into the vending machines of the Vendor on MDCPS Premises. As stated in Section 2.B.1, any and all taxes shall be paid by the Vendor to the taxing authority, after the percentage of gross receipts has been computed and paid to MDCPS, in accordance with applicable Federal, State and local laws and regulations.

2. Payments shall be made by the Vendor to MDCPS on a monthly basis, without billing. The percentage of gross receipts shall be calculated monthly, with a monthly statement submitted with payment to the Greater Miami Athletic Conference (GMAC). The monthly statement shall include the dollar volume, time period covered, gross sales, sales and use tax, and commission earned for each machine. All information contained on the monthly statement shall be verifiable and subject to inspection, examination and audit, as the need may arise, by MDCPS representatives.

SECTION 5. INDEMNIFICATION AND INSURANCE

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 Agreement (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 indemnitees. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

Prior to commencing work under this Agreement, the Vendor shall obtain and maintain without interruption the insurance as outlined below. The vendor agrees to furnish a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General 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 named as additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required all include those classifications, as listed in a 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 MDCPS shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Agreement.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the MDCPS 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 MDCPS at a minimum of fifteen (15) calendar days in advance of such expiration.

SECTION 6. TERM

A. TERM

This Agreement is for a period of not more than two (2) years and shall become effective on _____, 199_ and shall remain in force until _____, 20__ , unless canceled or terminated prior to that date as may be stipulated herein. If, by mutual agreement between MDCPS and the Vendor, the Vending Services are required beyond the initial Agreement time period, then a new and completely independent Agreement shall be executed for a new time period not exceeding one year, and for each individual subsequent year thereafter.

B. COMMENCEMENT

1. The Vendor shall commence operations within thirty (30) days of notification to commence, or as otherwise agreed upon with MDCPS, MDCPS representative. The Vendor shall notify MDCPS or the MDCPS representative not less than five (5) days prior to commencement of operations to permit inspection of the Premises and the vending machines, noting the meter/counter devices and serial numbers of each machine.

2. Additional machines shall require the above stated notification and inspection prior to commencement of operations. No machine shall be removed from MDCPS Premises without the permission of MDCPS or the MDCPS representative.

C. TERMINATION

1. This Agreement shall be subject to termination by MDCPS with thirty (30) calendar days notice in writing if the Vendor is found to be in default of this Agreement and has been so notified previously by MDCPS or the MDCPS representative.
2. This Agreement may be terminated by either the Vendor or MDCPS at any time and without cause upon thirty (30) calendar days notice in writing sent to the respective addresses as set forth above.
3. Upon termination or expiration of this Agreement, the Vendor shall as soon thereafter as is feasible, vacate all parts of the Premise occupied by the Vendor and return the Premises to MDCPS, together with all the equipment furnished by MDCPS pursuant to this Agreement, in the same condition as when originally made available to the Vendor, excepting reasonable wear and tear. If the Vendor fails to remove its property from the Premise, having been served proper written notification to do so, than said property shall be considered abandoned and disposed of accordingly. The Vendor shall be assessed any and all costs associated with removing said property.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Vendor to MDCPS is that of an independent contractor. Nothing in this Agreement shall be construed so as to deem the Vendor or any officer, employee or agent of the Vendor as an employee of MDCPS for any purpose.

SECTION 8. VENDORS' TITLE TO VENDING MACHINES

All equipment and vending machines installed by the Vendor pursuant to provisions of this Agreement are and shall at all times remain the property of the Vendor, with title vested in the Vendor, and MDCPS shall have no property interest in said vending machines and/or other equipment, unless or until the Vendor fails to timely remove said vending machines upon termination or expiration of this Agreement.

SECTION 9. ASSIGNMENT

The Vendor may not assign or transfer this Agreement, or any part thereof.

SECTION 10. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the Vendor's services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of MDCPS and the Vendor. This Agreement supersedes all other agreements between the parties for the provision of the Vendor's services on the Premises.

SECTION 11. CHOICE OF LAWS

This agreement shall be governed by, and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Vendor has signed and sealed this Agreement, and MDCPS has caused it to be executed on its behalf by its duly authorized representative.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BY _____
(Signature) (Title)

Date _____

VENDOR

(Company Name)

BY _____
(Signature) (Title)

(Typed or printed)

Tel. No. _____ Fax No. _____
Date _____

ATTACHMENT 1
VENDING MACHINE/SERVICE AGREEMENT

A. FINANCIAL ARRANGEMENTS

The commission paid to MDCPS shall be based on the following commission rates applied to the Gross Receipts as defined in Section 4.A.1 of the Vending Machine Service Agreement and shall be paid monthly in accordance with Section 4.A.2 of the above mentioned Agreement. The percentage may increase, but shall not decrease during the term of the Agreement.

| <u>TYPE OF MACHINE/PRODUCT</u> | <u>COMMISSION</u> |
|---|-------------------|
| 1. Canned Drink Machine Sports Drink | % _____ |

B. VENDING MACHINES - QUANTITY AND LOCATION

NOTE: Vending machines containing sports drink beverages are to be installed in locker rooms and/or areas adjacent to locker rooms and shall not be in direct competition with other vending machine services on-site.

| <u>TYPE</u> | <u>QUANTITY</u> | <u>LOCATION</u> |
|----------------------|-----------------|-----------------|
| Sports drink machine | _____ | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |
| | | _____ |

C. PRODUCT TYPE AND SELLING PRICE

CARBONATED BEVERAGE DRINKS - 12 oz. alum.cans,pull top (detachable metal tabs not acceptable)

| <u>PRODUCT</u> | <u>BRAND</u> | <u>SIZE</u> | <u>SELLING PRICE</u> |
|----------------|--------------|-------------|----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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).

| <u>Agency Name</u> | <u>Determination</u> | <u>Date</u> |
|--------------------|----------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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.

| <u>Name</u> | <u>Owner/ shareholder</u> | <u>Resident or *U.S. Citizen</u> | <u>Gender</u> | <u>Ethnicity</u> | <u>% Owned</u> | <u>Years Owned</u> |
|-------------|-------------------------------|--|---------------|------------------|--------------------|------------------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

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:

| | <u>Name and title</u> | <u>Race/ethnicity/ gender</u> |
|------------------|-----------------------|-----------------------------------|
| 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.

| | <u>Total Number of Employees</u> | | | | | |
|----------------------------|----------------------------------|----|----|----|----|----|
| | 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:

| <u>Creditor</u> | <u>Loan Guarantor(s)</u> | <u>Address & telephone</u> | <u>Loan Amount</u> |
|-----------------|--------------------------|--------------------------------|--------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

d. Insurance company: _____
 Type of insurance: _____ Insurance limits: _____

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

| <u>Contract/job type</u> | <u>Contact person</u> | <u>Telephone number</u> | <u>Contract amount</u> | <u>Bonded (Yes/No)</u> |
|--------------------------|-----------------------|-------------------------|------------------------|------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

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

| <u>Equipment</u> | <u>O/L</u> | <u>Value (\$ amount)</u> |
|------------------|------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 1120 or 1120s, with all schedules.
- All issued and cancelled 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**

DEFINITION OF MINORITY/WOMEN BUSINESS ENTERPRISES

- (1) "Minority/Women Business Enterprises" means any legal entity, which is organized to engage in commercial transactions and which is at least fifty-one (51) percent owned and controlled by a minority person or persons.
- (2) "Minority person" means a person who is a citizen or lawful permanent resident of the United States, and who is:
 - (a) An African American, a person having origins in any of the Black racial groups of Africa;
 - (b) An Hispanic, a person of Spanish or Portuguese culture including, but not limited to, persons with origins in Mexico, South America, Central America, or the Caribbean Islands, regardless of race, or
 - (c) A Woman

WARNING

- (3) IT IS UNLAWFUL FOR ANY INDIVIDUAL TO FALSELY REPRESENT ANY ENTITY, AS A MINORITY/WOMEN BUSINESS ENTERPRISE, FOR THE PURPOSES OF QUALIFYING FOR CERTIFICATION UNDER A PROGRAM WHICH, IN COMPLIANCE WITH FEDERAL LAW, IS DESIGNED TO ASSIST MINORITY/WOMEN BUSINESS ENTERPRISES IN THE RECEIPT OF CONTRACTS FOR THE PROVISION OF GOODS OR SERVICES. ANY PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A FELONY OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082 OR S. 775.084.

(102891)