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

COMPLETE USING TYPEWRITER OR BALL-POINT PEN ONLY. 1450 Northeast Second Avenue Miami, Florida 33132



Direct all inquiries to the Bureau of Procurement and Materials Management.

BUYER NAMED: Robert F. Steel Jr.

PHONE: (305) 995-2344

TDD PHONE (305) 995-2400

## **BIDDER QUALIFICATION FORM**

BID	NO078-AA03_ BID TITLE Vending Machine Service - Access Fee Based
BIDS	S WILL BE ACCEPTED UNTIL 2:00 P.M. ON January 4, 2001 IN ROOM 35
SCH	OOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL B
PUB	LICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO DERS, para.IV.B.)
THE	SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD O
MIA	MI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHAL
CON	STITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, N
ОТН	ER CONTRACT DOCUMENTS SHALL BE ISSUED.
I. A	. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)
	I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or perso submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
В	. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of Miami-Dade County, Florida.
H.	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 propert arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or or 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.
Ш.	PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:
	WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:
	Performance Bond Check (Cashier's, Certified, or Equal)
	PLEASE TYPE OR PRINT BELOW
	LEGAL NAME OF VENDOR.
	LEGAL NAME OF VENDOR :  MAILING ADDRESS :
	CITY, STATE, ZIP CODE :
	TELEPHONE NUMBER : FAX #
	BY: SIGNATURE (ORIGINAL): DATE
·	NAME (TYPED) : TITLE

#### **INSTRUCTIONS TO BIDDERS**

#### L PREPARING OF BIDS

- A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.
- 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.
- 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 define 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 MWBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the MWBE 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 its 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 IX: Packaging.
- 2. PROTEST OF SPECIFICATIONS. Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.
- 3. 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.
- 4. 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.

#### IL 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 use a typewriter or complete bid proposal in ink.
  - 1. Use of pencil is prohibited
  - 2. Do not erase or use correction fluid to correct an error.
  - 3. All changes must be crossed out and initialed in ink.

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

- 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 your 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.
- III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

  An invitation for bids or request for proposals, or other solicitations 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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;
  - A review of a valid protest filed by a bidder as may be determined by the administrative staff:
  - 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.
  - C. 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 resolicitation on any future 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 their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's 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
- 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. 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 re-bids. 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. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemptated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 43 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest—will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.563. Fla. Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat. must be filled in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

- C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.
- 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 in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.
- E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% 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. Where no performance bond or check has been required, each awardee who fails to pay the Equidated damages within 15 days after it is invoked 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. Bidders that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages loss of eligibility

F. The intent of the bid documents is to include only the writtenrequirements 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.

### VI. 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 surely bond agency licensed to do business in the State of Florida and with a surely 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	8 + 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 VI.B. above or the qualifications set forth in section 287,0935. Florida Statutes.

- C. AMOUNT. When required as defined therein, 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 their 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.
- VII. 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 bidders 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.

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- C. Bidder must obtain, from the Materials Control Sector: 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 CONTROL TESTING
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: (305) 995-3290

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. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materia's Control Section for further details.
- VIII. 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 the Bureau of Procurement and Materials Management, 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.

#### IX. PACKAGING

- A. TYPE. If packaging is different from that specified, the ocder 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, stendled or legibly written in a conspicuous location on each shipping container:
- 1. BIO 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)
- YURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan 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 re-bid any or all of these items.
- XI. 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 contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.
- XII. ENVIRONMENTAL PRODUCTS. Miami-Dade County Public Schools encourages the use of environmentally safe products.

#### XIII. 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, Room 602, School Board Administration Building, 1450 N.E. 2 Avenue, Miami, Florida 33132. 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 the 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 direct payment to the bidder.
- XIV. NO GRATUITY POLICY. It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.
- XV. COMPLIANCE WITH 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 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 Associate Superintendent, Bureau of Procurement and Materials Management, 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 subgrantee makes final payment

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

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

THE SCHOOL BOARD OF MITAMINDADE COUNTY, FLORIDA SUPERINTENDENT OF SCHOOLS

Revised April 1999

### MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)			TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA						
BID	078-AA03	BUYER	R. Steel			PAGE SC			
TITLE			*						

#### SPECIAL CONDITIONS

Vending Machine Service - Access Fee Based

- 1. PURPOSE: The purpose of this bid is to establish a contract to provide vending machine services to all Miami-Dade County Public Schools (MDCPS) senior high schools as listed herein. The term of the contract shall be for one (1) year from the effective date of award and may, by mutual agreement between the School Board of Miami-Dade County, Florida and the awardee(s), upon final School Board approval, be renewable for three (3) additional one (1) year periods, and if needed, ninety (90) days beyond the expiration date of the contract period. The Board, through the Bureau of Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardee(s), prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon by the Board.
- 2. AWARD: The award will be made to the vendor offering the greater access fee per school site location for beverage machines, and to the vendor offering the greater access fee per school site location for the snack/food vending machines, for each senior high school. The access fee shall be the guaranteed amount paid to MDCPS for the right to place the vending machines in accordance with the attached Vending Machine/Service Agreement Access Fee Based, which is included and made a part of this bid. Vendors are requested to make multiple copies of the Agreement and to complete one for each school location being bid.
- 3. ACCESS FEE: The access fee shall be paid on a quarterly basis, by no later than the fifteenth (15<sup>th</sup>) day of the following month, at the end of each quarter, as determined by MDCPS, based on the date of implementation of the contract. The payment shall be made to the Department of Food and Nutrition, and shall include a statement showing the amount paid, the time period covered and the balance due for the remainder of the contract period. Included on that statement shall be the number of each type of vending machine, the total dollars generated by sales through those vending machines and the amount of taxes paid.
- 4. USAGE OF FOOD ITEMS: It will be the responsibility of the vendor(s) to maintain and rotate all stock utilized in each type of vending machine. The vendors will also monitor food items and brands preference and remove/replace any food item and/or brand which appears to be unacceptable at each location. Only nationally recognized name brand products are to be used. Products must be dated for freshness. At this time only Coca-Cola products and Pepsi-Cola products, with the exception of fruit juice/water products, will be considered for use in the beverage vending machines. Where carbonated beverages are dispensed, those vending machines must also include 100% fruit juice products, or 100% fruit juice vending machines must be placed adjacent to those machines.
- 5. **INSURANCE:** The successful vendors are required to have insurance coverage as specified in Section 7 of the attached Vending Machine/Service Agreement Access Fee Based and are to submit certificates of insurance prior to an award being made. Failure to do so may result in the vendor not being awarded the contract.

### MIAMI-DADE COUNTY PUBLIC SCHOOLS

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

BID	078-AA03	BUYER	R. Steel .		*****	PAGE SC 2	
TITLE				······································			1 1/2/2/2
	Vending Machine Servi	ice - Acces	s Fee Based				

## SPECIAL CONDITIONS CONTINUED

- 6. ADHERENCE TO ESTABLISHED PROCEDURES: The successful vendors shall adhere to any and all established policies and procedures which are directly related to the operation of food vending machines.
- 7. SERVICE AND MAINTENANCE: There shall be no charges to MDCPS for the installation, service and maintenance of any and all equipment furnished by the vendor(s) under and during the term of this bid. The vendors are to furnish the designated school site representative, at each location, where their equipment is installed, with the name and telephone number of a contact person for problems concerning equipment repair and/or product quality. All servicing of vending machines shall take place during normal school operating hours unless otherwise authorized by the MDCPS site administrator, with each service call being logged in the main office of each school site location. Vending machines shall be serviced as follows:

Snack/food vending machines - service daily

Beverage vending machines – three (3) times per week lce cream vending machines – three (3) times per week

- 8. TAXES: Sales, rental, machine and any and all other applicable taxes are the responsibility of the vendor(s) and shall be paid by the successful bidder(s).
- 9. **BIDDERS RESPONSIBILITY:** Each bidder(s) shall carefully examine the Instructions To Bidders, Specifications, Special Conditions, the attached Vending Machine/Service Agreement Access Fee Based and the list of schools to be served.
- 10. **EXCLUSIVE RIGHTS:** Award of this contract does not imply or guarantee exclusive vending rights at any location, either described in this bid or at any other locations operated by MDCPS. The vendors awarded this bid shall be the vending machine vendor(s) for the school site awarded to that vendor(s), with the exception of other vending machine contracts currently being used by the Department of Food and Nutrition, District Athletics and faculty lounges.
- 11. SUBCONTRACTING/ASSIGNMENT OF CONTRACT: There shall be no subcontracting or assignment of this contract, or any part thereof. Machines supplied by the manufacturer of the products being vended to the contracted vending machine companies are not included.

### MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

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

BID	078-AA03	BUYER R. Steel		PAGE	SC 3
TITLE	Vending Machine Servic	e – Access Fee Based			
					<del></del>

## SPECIAL CONDITIONS CONTINUED

## 12. ADDITIONAL REQUIREMENTS:

- a. Technical service response time should be within one(1) hour of notification, unless otherwise approved by the school site representative.
- b. The number of vending machines to be installed at each school site location shall be as follows, unless otherwise authorized by the school site representative:

Snack vending machines - minimum of 1, maximum of 8
Beverage vending machines - minimum of 2, maximum of 15
Food vending machines - minimum of 1, maximum of 4
Ice cream vending machines - minimum of 1, maximum of 5

- c. All vending machines must be in new or like new condition, and have an appropriate tamperproof money counting system.
- d. Vending machines that are located out of doors or in open hallways must be inside of security cages furnished by the vending machine contractor.
- 13. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
  - 1. Use of pencil is prohibited.
  - 2. Do not erase or use correction fluid to correct an error.
  - 3. All changes must be crossed out and initialed in ink.

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

	Type or print in this box the	PLEASE COMPLETE
	complete name of the bidder:	ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
ITEM	DESCRIPTION OF ITEM	Access Fee Bid for each school site location
	To provide vending machine service at the below listed senior high school locations. The attached statistical information sheet shows the number of existing vending machines and student population at each school site location.	
	Items 1 through 4	
	American Senior High	
	18350 N.W. 67 Avenue	
	Hialeah, FL 33015	
. 1	Beverage Vending Machine, canned/plastic containers	S
		Annual Access Fee
	items 2 and 3 shall be awarded on a total bid basis.	
2	Snack Merchandiser	\$
3	Food Merchandiser	Annual Access Fee
3	rood Merchandiser	<b>S</b>
4	les Croom Varding Marking	Annual Access Fee
4	Ice Cream Vending Machine	.s
		Annual Access Fee
	items 5 through 8	
	G. Holmes Braddock Senior High	
	3601 S.W 147 Avenue Miami, FL 33185	
5	Beverage Vending Machine, canned/plastic containers	
		5
	Items 6 and 7 shall be awarded on a total bid basis.	Annual Access Fee
	Snack Merchandiser	
Ĭ		\$
7	Food Merchandiser/Ice Cream Vending Machine	Annual Access Fee
	maidinalities oreain vertaing machine	<b>5</b>
8	Ice Cream Vending Machine	Annual Access Fee
°	nee orean vending machine	\$
		Annual Access Fee

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	1
	Buyer: R. Steel	1
		Access Fee
ITEM	DESCRIPTION OF ITEM	Bid for each school site location
	Items 9 through 12	
	Coral Gables Senior High	
	450 Bird Road	
	Coral Gables, FL 33146	
9	Beverage Vending Machine, canned/plastic containers	s
		Annual Access Fee
	items 10 and 11 shall be awarded on a total bid basis.	
10	Snack Merchandiser	_
		\$
11	Food Merchandiser/Ice Cream Vending Machine	Annual Access Fee
		\$
12	Ice Cream Vending Machine	Annual Access Fee
		\$Annual Access Fee
7.7	Items 13 through 16	(MAINTANCOSS 7 CC
	Coral Reef Senior High	
	10101 S.W. 152 Street	
	Miami, FL 33157	
13	Beverage Vending Machine, canned/plastic containers	s
		Annual Access Fee
	items 14 and 15 shall be awarded on a total bid basis.	
14	Snack Merchandiser	S
		Annual Access Fee
15	Food Merchandiser/Ice Cream Vending Machine	\$
		Annual Access Fee
16	Ice Cream Vending Machine	\$
		Annual Access Fee
- 11	items 17 through 20	
	Design & Architecture Senior High	
	4001 N.E. 2 Avenue	
	Miami, FL 33137	
17	Beverage Vending Machine, canned/plastic containers	S
		Annual Access Fee
	Items 18 and 19 shall be awarded on a total bid basis.	
18	Snack Merchandiser	<b>.</b> 5
-,	Food Marsharding/In-O	Annual Access Fee
19	Food Merchandiser/Ice Cream Vending Machine	\$
		Annual Access Fee
20	ce Cream Vending Machine	\$
		Annual Access Fee

	Type or print in this box, the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS			
1	Bid #078-AA03	NAME OF BIDDER:			
. !	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	-			
	Buyer: R. Steel	<b>1</b>			
		Access See			
ITEM	DESCRIPTION OF ITEM	Access Fee Bid for each school site location			
1	Items 21 through 24				
·	Barbara Goleman Senior High				
,	14100 N.W. 89 Avenue				
	Miami, FL 33018				
21	Beverage Vending Machine, canned/plastic containers	\$			
/		Annual Access Fee			
	Items 22 and 23 shall be awarded on a total bid basis.				
22	Snack Merchandiser	\$			
		Annual Access Fee			
23	Food Merchandiser/Ice Cream Vending Machine	S S			
, ,		Annual Access Fee			
24	Ice Cream Vending Machine				
Ţ	1	Annual Access Fee			
<del></del>	items 25 through 28	CAMMINGS (ACCESSO 4 PER			
. 1	Hislesh Senior High				
i i	251 E. 47 Street				
- 1	251 E. 4/ Street Hialeah, FL 33013	1			
	Beverage Vending Machine, canned/plastic containers	_			
	payaraga vending macinitio, varinous practice contamicity	<u> </u>			
	l	Annual Access Fee			
	Items 26 and 27 shall be awarded on a total bid basis.				
26	Snack Merchandiser	\$			
		Annual Access Fee			
27	Food Merchandiser/Ice Cream Vending Machine	\$			
		Annual Access Fee			
28	Ice Cream Vending Machine				
<u> </u>		Annual Access Fee			
	items 29 through 32				
- 11	Hialeah-Miami Lakes Senior High				
11	7977 W. 12 Avenue				
- 4	Hialeah, FL 33014				
	Beverage Vending Machine, canned/plastic containers				
		\$			
	items 30 and 31 shall be awarded on a total bid basis.	Annual Access Fee			
	Snack Merchandiser				
- 1		\$			
31	Food Merchandiser/Ice Cream Vending Machine	Annual Access Fee			
3. 1	7000 Merchandisentee Cream vending Machine	S			
		Annual Access Fee			
32	Ice Cream Vending Machine	<u> </u>			
. 0	<u> </u>	Annual Access Fee			

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
		Access Fee
ITEM	DESCRIPTION OF ITEM	Bid for each school site location
	items 33 through 36	
	Homestead Senior High	
	2351 S.E. 12 Avenue	
	Homestead, FL 33035	
33	Beverage Vending Machine, canned/plastic containers	S
		Annual Access Fee
	Items 34 and 35 shall be awarded on a total bid basis.	
34	Snack Merchandiser	s
		Annual Access Fee
35	Food Merchandiser	
		\$Annual Access Fee
36	Ice Cream Vending Machine	\$
		Annual Access Fee
	Items 37 through 40	
	Dr. Michael Krop Senior High	
	1410 N.E 215 Street	
	Miami, FL 33179	
37	Beverage Vending Machine, canned/plastic containers	
		Annual Access Fee
	Items 38 and 39 shall be awarded on a total bid basis.	Attitudi Access Fee
38	Snack Merchandiser	
		S Annual Access Fee
39	Food Merchandiser	
		\$
40	Ice Cream Vending Machine	Annual Access Fee
		Annual Access Fee
	Items 41 through 44	Attriudi Access Fee
	MAST Academy	
	3979 Rickenbacker Causeway	
	Miami, FL 33149	
	Beverage Vending Machine, canned/plastic containers	
		S
	items 42 and 43 shall be awarded on a total bid basis.	Annual Access Fee
	Snack Merchandiser	
		\$
43	Food Merchandiser	Annual Access Fee
		\$
44	ice Cream Vending Machine	Annual Access Fee
		\$
mai de la		Annual Access Fee

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS			
	Bid #078-AA03	NAME OF BIDDER:			
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	= NAME OF BIDDER:			
	Buyer: R. Steel	_			
ITEM	DESCRIPTION OF ITEM	Access Fee Bid for each school site location			
	Items 45 through 48				
	Miami Beach Senior High				
	2231 Prairie Avenue				
	Miami Beach, FL 33139				
45	Beverage Vending Machine, canned/plastic containers	s			
		Annual Access Fee			
	items 46 and 47 shall be awarded on a total bid basis.				
46	Snack Merchandiser				
		\$Annual Access Fee			
47	Food Merchandiser				
		\$			
48	Ice Cream Vending Machine	Annual Access Fee			
		\$			
	items 49 through 52	Annual Access Fee			
	Miami Carol City Senior High				
	3422 N.W. 187 Street				
49	Opa-Locka, FL 33056 Beverage Vending Machine, canned/plastic containers				
73	botolago vonding machine, canned/plastic containers	\$			
		Annual Access Fee			
50	Items 50 and 51 shall be awarded on a total bid basis. Snack Merchandiser				
50	Stack Merchandiser	\$			
		Annual Access Fee			
51	Food Merchandiser	S			
		Annual Access Fee			
52	Ice Cream Vending Machine	\$			
		Annual Access Fee			
	Items 53 through 56				
	Miami Central Senior High				
	1781 N.W. 95 Street				
	Miami, FL 33147				
53	Beverage Vending Machine, canned/plastic containers				
		\$Annual Access Fee			
	Items 54 and 55 shall be awarded on a total bid basis.	Autual Access Fee			
54	Snack Merchandiser				
ł		\$			
55	Food Merchandiser	Annual Access Fee			
	* * *	\$			
56	Ice Cream Vending Machine	Annual Access Fee			
~	Organi Adululi Macillia	\$			
		Annual Access Fee			

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
		A
ITEM	DESCRIPTION OF ITEM	Access Fee Bid for each school site location
	items 57 through 60	
	Miami Coral Park Senior High	
	8865 S.W 16 Street	
	Miami, FL 33165	
57	Beverage Vending Machine, canned/plastic containers	\$
		Annual Access Fee
	items 58 and 59 shall be awarded on a total bid basis.	
58	Snack Merchandiser	5
		Annual Access Fee
59	Food Merchandiser	5
		Annual Access Fee
60	Ice Cream Vending Machine	8
		Annual Access Fee
	Items 61 through 64	
	Miami Edison Senior High	
	6161 N.W. 5 Court	
	Miami, FL 33127	
61	Beverage Vending Machine, canned/plastic containers	
		\$Annual Access Fee
	Items 62 and 63 shall be awarded on a total bid basis.	
62	Snack Merchandiser	
		\$Annual Access Fee
63	Food Merchandiser	
		\$Annual Access Fee
64	ice Cream Vending Machine	
		\$Annual Access Fee
	items 65 through 68	Annual Access ree
	Miami Jackson Senior High	
	1751 N.W. 36 Street	
	Miami, FL 33142	
	Beverage Vending Machine, canned/plastic containers	
		\$
	items 66 and 67 shall be awarded on a total bid basis.	Annual Access Fee
66	Snack Merchandiser	
		\$
67	Food Merchandiser	Annual Access Fee
0/	i ood marchigiidiset	\$
	les Ossis Vallandia	Annual Access Fee
68	Ice Cream Vending Machine	5
		Annual Access Fee

complete name of the bidder:		PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
		Access Fee
ITEM	DESCRIPTION OF ITEM	Bid for each school site location
	items 69 through 72	
	Miami Killian Senior High	
	10655 S.W. 97 Avenue	
	Miami, FL 33176	
69	Beverage Vending Machine, canned/plastic containers	s
<b> </b>		Annual Access Fee
	items 70 and 71 shall be awarded on a total bid basis.	
70	Snack Merchandiser	\$
		Annual Access Fee
71	Food Merchandiser	\$
		Annual Access Fee
72	Ice Cream Vending Machine	\$
		Annual Access Fee
	items 73 through 76	
	Miami Norland Senior High	
	1050 N.W. 195 Street	
	Miami, FL 33169	
73	Beverage Vending Machine, canned/plastic containers	s
		Annual Access Fee
	items 74 and 75 shall be awarded on a total bid basis.	
74	Snack Merchandiser	\$
		Annual Access Fee
75	Food Merchandiser	s
		Annual Access Fee
76	Ice Cream Vending Machine	S
		Annual Access Fee
	Items 77 through 80	
	Miami Northwestern Senior High	
	1100 N.W. 71 Street	
	Miami, FL 33150	
77	Beverage Vending Machine, canned/plastic containers	\$
	items 78 and 79 shall be awarded on a total bid basis.	Annual Access Fee
	Snack Merchandiser	
		s
79	Food Merchandiser	Annual Access Fee
, ,	· ····································	\$
80	Ice Cream Vending Machine	Annual Access Fee
80	iloo Oraani venung macrime	5
		Annual Access Fee

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS NAME OF BIDDER:	
	Bid #078-AA03		
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED		
	Buyer: R. Steel		
ITEM	DESCRIPTION OF ITEM	Access Fee Bid for each school site location	
	items 81 through 84		
	Miami Palmetto Senior High		
	7460 S.W. 118 Street Miami, FL 33156		
81	Beverage Vending Machine, canned/plastic containers	\$Annual Access Fee	
	items and shall be awarded on a total bid basis.		
82	Snack Merchandiser	\$Annual Access Fee	
83	Food Merchandiser	\$Annual Access Fee	
84	Ice Cream Vending Machine	S Annual Access Fee	
	Items 85 through 88		
	Miami Senior High		
	2450 S.W. 1 Street Miami, FL 33135		
85	Beverage Vending Machine, canned/plastic containers	\$Annual Access Fee	
	Items 86 and 87 shall be awarded on a total bid basis.	Annual Access ree	
86	Snack Merchandiser	5	
87	Food Merchandiser	Annual Access Fee S	
88	Ice Cream Vending Machine	Annual Access Fee	
		Annual Access Fee	

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
,	Buyer: R. Steel	
ITEM	DESCRIPTION OF THEM	Access Fee Bid for each school site location
	items 89 through 92	
	Miami Springs Senior High	
	751 Dove Avenue	
	Miami Springs, FL 33166	
89	Beverage Vending Machine, canned/plastic containers	SAnnual Access Fee
	Items 90 and 91 shall be awarded on a total bid basis.	FAIRLURA PALACOS FEE
90	Snack Merchandiser	\$Annual Access Fee
91	Food Merchandiser	3
92	Ice Cream Vending Machine	Annual Access Fee
72	Too Ordain Vending Machine	SAnnual Access Fee
	items 93 through 96	
	Miami Sunset Senior High	
	13125 S.W. 72 Street	
	Miami, FL 33183	l
93	Beverage Vending Machine, canned/plastic containers	<u> </u>
	Items 94 and 95 shall be awarded on a total bid basis.	Annual Access Fee
94	Snack Merchandiser	
		8
95	Food Merchandiser	Annual Access Fee
93	r ood Welchandise	\$Annual Access Fee
96	Ice Cream Vending Machine	
		\$Annual Access Fee

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS	
	Bid #078-AA03	NAME OF BIDDER:	
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED		
	Buyer: R. Steel		
		Access Fee	
ITEM	DESCRIPTION OF ITEM	Bid for each school site location	
	Items 97 through 100		
	North Miami Senior High		
	800 N.E. 137 Street		
	North Miami, FL 33161		
97	Beverage Vending Machine, canned/plastic containers		
		\$Annual Access Fee	
	Items 98 and 99 shall be awarded on a total bid basis.	Autural Access ree	
98	Snack Merchandiser		
		\$Annual Access Fee	
99	Food Merchandiser		
		5	
100	Ice Cream Vending Machine	Annual Access Fee	
·		\$Annual Access Fee	
	items 101 through 104	Allitual Access ree	
	North Miami Beach Senior High		
	1247 N.E. 167 Street		
	North Miami Beach, FL 33162		
101	Beverage Vending Machine, canned/plastic containers		
,		\$	
	items 102 and 103 shall be awarded on a total bid basis.	Annual Access Fee	
102	Snack Merchandiser		
		\$	
103	Food Merchandiser	Annual Access Fee	
		5	
104	Ice Cream Vending Machine	Annual Access Fee	
		S	
	Items 105 through 108	Annual Access Fee	
	South Dade Senior High		
	28401 S.W. 167 Avenue		
	Homestead, FL 33030		
105	Beverage Vending Machine, canned/plastic containers		
		\$	
	Items 106 and 107 shall be awarded on a total bid basis.	Annual Access Fee	
	Snack Merchandiser		
		\$	
107	Food Merchandiser	Annual Access Fee	
		\$	
108	Ice Cream Vending Machine	Annual Access Fee	
100	Section Action Machine	\$	
		Annual Access Fee	

	Type or print in this box the	PLEASE COMPLETE
	complete name of the bidder:	ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
		Access Fee
ITEM	DESCRIPTION OF ITEM	Bid for each school site location
	Items 109 through 112	
1 -	South Miami Senior High	
	6856 S.W. 53 Street	
	Miaml, FL 33155	
109	Beverage Vending Machine, canned/plastic containers	
		\$Annual Access Fee
	Items 110 and 111 shall be awarded on a total bid basis.	
110	Snack Merchandiser	
-		\$Annual Access Fee
111	Food Merchandiser	
		\$
112	Ice Cream Vending Machine	Annual Access Fee
		\$
	Itama 442 through 446	Annual Access Fee
	Items 113 through 116	
	Southwest Miami Senior High	
	8855 S.W. 50 Terrace	
113	Miami, FL 33165 Beverage Vending Machine, canned/plastic containers	
113	peverage vending machine, canned/plastic containers	\$
		Annual Access Fee
114	Items 114 and 115 shall be awarded on a total bid basis. Snack Merchandiser	
114	Shack Merchandiser	<b>s</b>
-,,_		Annual Access Fee
115	Food Merchandiser	S
		Annual Access Fee
116	Ice Cream Vending Machine	S
		Annual Access Fee
	items 117 through 120	
	Willam Turner Technical School	
	10151 N.W. 19 Avenue	
	Miami, FL 33147	
117	Beverage Vending Machine, canned/plastic containers	\$
		Annual Access Fee
	items 118 and 119 shall be awarded on a total bid basis.	
118	Snack Merchandiser	¢
		SAnnual Access Fee
119	Food Merchandiser	
		S
120	Ice Cream Vending Machine	Annual Access Fee
		5
		Annual Access Fee

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
,		Access Fee
ITEM	DESCRIPTION OF ITEM	Bid for each school site location
	Items 121 through 124	
1	Felix Varela Senior High	
	15255 S.W. 96 Street	
	Miami, FL 33196	
121	Beverage Vending Machine, canned/plastic containers	s
		Annual Access Fee
	Items 122 and 123 shall be awarded on a total bid basis.	t the state of the
122	Snack Merchandiser	
		S Annual Access Fee
123	Food Merchandiser	
		\$
124	Ice Cream Vending Machine	Annual Access Fee
	•	\$
	items 125 through 128	Annual Access Fee
	Booker T. Washington Senior High	
	1200 N.W. 6 Avenue	
•	Miami, FL 33136	
125	Beverage Vending Machine, canned/plastic containers	
	osimos plastic contantis	<b>S</b>
	Items 126 and 127 shall be awarded on a total bid basis.	Annual Access Fee
126	Snack Merchandiser	
120		S
127	Food Merchandiser	Annual Access Fee
12/	rood Merchandiser	5
		Annual Access Fee
128	Ice Cream Vending Machine	5
		Annual Access Fee
	items 129 through 132	
	Robert Morgan Vocational High	
	18180 S.W. 122 Avenue	
	Miami, FL 33177	
129	Beverage Vending Machine, canned/plastic containers	\$
		Annual Access Fee
	Items 130 and 131 shall be awarded on a total bid basis.	
130	Snack Merchandiser	s
		Annual Access Fee
131	Food Merchandiser	
		\$
132	Ice Cream Vending Machine	Annual Access Fee
į		SAnnual Access Fee
		Annual Access ree

	Type or print in this box the complete name of the bidder:	PLEASE COMPLETE ALL SHADED AREAS
	Bid #078-AA03	NAME OF BIDDER:
	Title: VENDING MACHINE SERVICE - ACCESS FEE BASED	
	Buyer: R. Steel	
ITEM	DESCRIPTION OF ITEM	Access Fee Bid for each school site location
	NOTE: Items 133 through 136 - Payments for Lindsey Hopkins Technical will be made directly to the school and not to the Food Service Department. The attached agreement will be modified to reflect that payment process after award. All other terms and conditions of the agreement will remain as stated.	
	Items 133 through 136	
	Lindsey Hopkins Technical Education Center	
	750 N.W. 20 Street	
	Miami, FL 33127	
133	Beverage Vending Machine, canned/plastic containers	5
		Annual Access Fee
	items and shall be awarded on a total bid basis.	
134	Snack Merchandiser	5
		Annual Access Fee
135	Food Merchandiser	\$
136	Ino Crosm Vandina Mashina	Annual Access Fee
120	Ice Cream Vending Machine	5
		Annual Access Fee

## STATISTICAL INFORMATION SHEET

American Senior High 18350 N.W. 67 Avenue Hialeah, FL 33015

G. Holmes Braddock Senior High 3601 S.W 147 Avenue Miami, FL 33185

Coral Gables Senior High 450 Bird Road Coral Gables, FL 33146

Coral Reef Senior High 10101 S.W. 152 Street Miami, FL 33157

Design & Architecture Senior High 4001 N.E. 2 Avenue Miami, FL 33137

Barbara Goleman Senior High 14100 N.W. 89 Avenue Miami, FL 33018

Hialeah Senior High 251 E. 47 Street Hialeah, FL 33013

Hialeah-Miami Lakes Senior High 7977 W. 12 Avenue Hialeah, FL 33014

Homestead Senior High 2351 S.E. 12 Avenue Homestead, FL 33035 2,835 students

11 beverage vending machines

2 snack merchandisers

1 ice cream vending machines

5.375 students

8 beverage vending machines

3 snack merchandisers ice cream vending machines

3,349 students

19 beverage vending machines

5 snack merchandisers

1 ice cream vending machines

2.591 students

17 beverage vending machines

6 snack merchandisers

2 ice cream vending machines

474 students

4 beverage vending machines

2 snack merchandisers

1 ice cream vending machines

4,312 students

8 beverage vending machines

5 snack merchandisers

ice cream vending machines

3.335 students

13 beverage vending machines

2 snack merchandisers

1 ice cream vending machines

3,083 students

8 beverage vending machines

2 snack merchandisers

2 ice cream vending machines

2,796 students

16 beverage vending machines

4 snack merchandisers

ice cream vending machines

## STATISTICAL INFORMATION SHEET

Dr. Michael Krop Senior High 1410 N.E 215 Street Miami, FL 33179

MAST Academy 3979 Rickenbacker Causeway Miami, FL 33149

Miami Beach Senior High 2231 Prairie Avenue Miami Beach, FL 33139

Miami Carol City Senior High 3422 N.W. 187 Street Opa-Locka, FL 33056

Miami Central Senior High 1781 N.W. 95 Street Miami, FL 33147

Miami Coral Park Senior High 8865 S.W 16 Street Miami, FL 33165

Miami Edison Senior High 6161 N.W. 5 Court Miami, FL 33127

Miami Jackson Senior High 1751 N.W. 36 Street Miami, FL 33142

Miami Killian Senior High 10655 S.W. 97 Avenue Miami, FL 33176

Miami Norland Senior High 1050 N.W. 195 Street Miami, FL 33169 2.272 students

11 beverage vending machines7 snack merchandisersice cream vending machines

546 students

6 beverage vending machines

2 snack merchandisers

1 ice cream vending machines

2,798 students

16 beverage vending machines

4 snack merchandisers

2 ice cream vending machines

2.836 students

2 beverage vending machines

1 snack merchandisers ice cream vending machines

3.102 students

5 beverage vending machines

5 snack merchandisers

1 ice cream vending machines

4,174 students

13 beverage vending machines

2 snack merchandisers ice cream vending machines

2.365 students

15 beverage vending machines

3 snack merchandisers ice cream vending machines

2.599 students

16 beverage vending machines

1 snack merchandisers

ice cream vending machines

3,456 students

8 beverage vending machines

2 snack merchandisers ice cream vending machines

2.306 students

5 beverage vending machines

3 snack merchandisers ice cream vending machines

#### STATISTICAL INFORMATION SHEET

Miami Northwestern Senior High 1100 N.W. 71 Street Miami, FL 33150

Miami Palmetto Senior High 7460 S.W. 118 Street Miami, FL 33156

Miami Senior High 2450 S.W. 1 Street Miami, FL 33135

Miami Springs Senior High 751 Dove Avenue Miami Springs, FL 33166

Miami Sunset Senior High 13125 S.W. 72 Street Miami, FL 33183

North Miami Senior High 800 N.E. 137 Street North Miami, FL 33161

North Miami Beach Senior High 1247 N.E. 167 Street North Miami Beach, FL 33162

South Dade Senior High 28401 S.W. 167 Avenue Homestead, FL 33030 2.987 students

12 beverage vending machines5 snack merchandisers1 ice cream vending machines

3.249 students

10 beverage vending machines 4 snack merchandisers

2 ice cream vending machines

3.094 students

8 beverage vending machines

1 snack merchandisers

1 ice cream vending machines

3,718 students

10 beverage vending machines

5 snack merchandisers

1 ice cream vending machines

4.734 students

6 beverage vending machines

2 snack merchandisers ice cream vending machines

3.240 students

12 beverage vending machines snack merchandisers ice cream vending machines

2.888 students

23 beverage vending machines

7 snack merchandisers

2 ice cream vending machines

2.378 students

9 beverage vending machines

2 snack merchandisers ice cream vending machines

## STATISTICAL INFORMATION SHEET

South Miami Senior High 6856 S.W. 53 Street Miami, FL 33155

Southwest Miami Senior High 8855 S.W. 50 Terrace Miami, FL 33165

William Turner Technical School 10151 N.W. 19 Avenue Miami, FL 33147

Felix Varela Senior High 15255 S.W. 96 Street Miami, FL 33196

Booker T. Washington Senior High 1200 N.W. 6 Avenue Miami, FL 33136

Robert Morgan Vocational High 18180 S.W. 122 Avenue Miami, FL 33177

Lindsey Hopkins Technical Education Center 750 N.W. 20 Street Miami, FL 33127 2,749 students

8 beverage vending machines

4 snack merchandisers ice cream vending machines

3.244 students

11 beverage vending machines

5 snack merchandisers

2 ice cream vending machines

1,994 students

4 beverage vending machines

2 snack merchandisers

ice cream vending machines

2,109 students

12 beverage vending machines

2 snack merchandisers

ice cream vending machines

918 students

9 beverage vending machines

3 snack merchandisers

ice cream vending machines

2,020 students

5 beverage vending machines

3 snack merchandisers

1 ice cream vending machines

4.000 students

10 beverage vending machines

3 snack/food merchandisers

3 ice cream vending machines

## MIAMI-DADE COUNTY PUBLIC SCHOOLS VENDING MACHINE/SERVICE AGREEMENT ACCESS FEE BASED

the "Vendor").	and,	and located at and located at (hereinafter referred to as
hereto and made a part hereof), locate and/or "the MDCPS representative")	ed at various location	ons (hereinafter referred to as "MDCPS"
school(s) as listed on the Vending Ma	achine Equipment ar	nd Products (which will become attached
THIS AGREEMENT, made this _	day of	, by and between the

#### 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 locations (such locations hereinafter referred to as "premises") described on the Vending Machine Equipment and Products which will become attached hereto and made a part hereof: (such locations hereinafter referred to as the "Premises"), and the right to install and operate coin/currency operated vending machines, including but not limited to snack merchandisers, canned drink machines and food merchandisers, and to sell various MDCPS approved food and 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 MDCPS approved food and 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 the Vending Machine Equipment and Products (Attachment #1), as well as the types of products to be sold and the selling price.
- 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. All vending machines will have change making devices.

- 2. Service to vending machines found to be out-of-order shall be provided within one (1) business hour 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 increase 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.

All taxes as stated above shall be paid by the Vendor directly to the taxing authority. Sales tax shall be computed on the total sales, and shall be paid promptly, by the Vendor, to the taxing authority. The vendor shall include the amount of taxes paid on any and all required reports and/or statements.

- 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 building 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

The vendor shall pay to MDCPS, the annual access fee as stated in Section 5 of this Agreement. The annual access fee may increase, but shall not decrease during the term of the Agreement.

- 1. As stated in Section 2.B.1, any and all taxes shall be paid by the Vendor to the taxing authority, in accordance with applicable Federal, State and local laws and regulations.
- 2. Payments shall be made by the Vendor to MDCPS on a quarterly basis, no later than the fourth (4<sup>th</sup>) day of the following month, at the end of each quarter, without billing. The quarterly payment, accompanied by a statement, will be made to the Department of Food and Nutrition, for all vending machines with the exception of those located in locker rooms and/or teacher lounges. The quarterly statement shall include the time period covered, total sales for that quarter, sales and use tax paid, the access fee due that quarter and the access fee remaining to be paid on the contract. All information contained on the quarterly statement shall be verifiable and subject to inspection, examination and audit, as the need may arise, by MDCPS representatives.

## **SECTION 5: ACCESS FEE**

The Vendor agrees to pay the following annual access fee. This annual access fee may increase, but may not decrease, during the term of the contract.

Beverage Vending Machine	\$
Snack Merchandiser	(Annual access fee)
Food Merchandiser	(Annual access fee)
Ice Cream Vending Machine	(Annual access fee)
	(Annual access fee)

## **SECTION 6. 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 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 indemnities. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

## **SECTION 7. INSURANCE**

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.
- 4. 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 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.

(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 8. TERM**

## A. TERM

This Agreement is for a period of not more than one (1) year and shall become effective	e on
, and shall remain in force until	, 2001,
unless canceled or terminated prior to that date as may be stipulated herein. This a	greement
supercedes any other agreement for the same vending machine. If, by mutual agreement	nt between
MDCPS and the Vendor, the Vending Services are required beyond the initial Agree	ment time
period, then a new and completely independent Agreement shall be executed for a new ti not exceeding one year, and for each individual subsequent year thereafter.	me period

## **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 upon 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 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 9. 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 10. 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 11. ASSIGNMENT**

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

## SECTION 12. 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 13. 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-DA	DE COUNTY P	OBLIC	SCHOOLS
BY	nature)	/T:	1.
	nature)	(Tit	ie)
VENDOR			
	(Company Nam	e)	<del>11</del>
BY			
	(Signature)		(Title)
	(Typed or printe	ed)	
Tel. No	Fax	No	
Date			

Bid #078-AA03

3. Food Merchandise Machine

4. Ice Cream Vending Machine

Annual access fee

Annual access fee

## Vending Machine Equipment and Products Access Fee Based Agreement

NAME OF VENDOR:	· · · · · · · · · · · · · · · · · · ·			
NAME OF WORK LOCATION:				
WORK LOCATION CONTACT PERSON	N AND TELEPH	IONE NUMBER		
The Vending Machine Equipment and P selling price of all vending machines serv Schools' (MDCPS) location for one (1) ye	rices provided a	t the above stated	Miami-Dade County Public	
The Vending Machine Equipment and Provending Machine Service Agreement - Acpaid to MDCPS shall be based on the an	ccess Fee Base	d, by reference her	ade County Public Schools' rein. The annual access fee	
Signed:				
(Principal)	(Date)	(Vendor)	(Date)	
A. FINANCIAL ARRANGEMENTS				
The per student access fee paid to MD awarded and shall be paid quarterly in access fee may increase, but	cordance with S	Section 4 of the ab	ove mentioned Agreement	
TYPE OF MACHINE/PRODUCT	Annua	Access Fee		
1. Canned Drink Machine	\$		Annual access fee	
2. Snack Merchandise Machine	\$		Annual access fee	

## VENDING MACHINE EQUIPMENT AND PRODUCTS (CONTINUED)

## B. VENDING MACHINES - QUANTITY AND LOCATION

NOTE: Vending machines containing carbonated beverages, candy and/or gum may only be installed in locker rooms or teacher lounges and will not be available to students where meals are being served or consumed.

	TYPE Canned drink machine	QUANTITY	LOCATION	
	Snack merchandiser			
	Food Merchandiser			
C.	PRODUCT TYPE AN			
CAR	PRODUCT	DRINKS - 12 oz. alum.cans,pul BRAND	ll top (detachable meta	al tabs not acceptable) SELLING PRICE
100%	CANNED JUICE - 12 o PRODUCT	z.alum.cans, pull top (detachable BRAND	metal tabs not accepta SIZE	able) SELLING PRICE

## VENDING MACHINE EQUIPMENT AND PRODUCTS(CONTINUED)

PRODUCT	BRAND	z. individually packed and seal SIZE(PKG.WEIGHT)	SELLING PRICE
		<del> </del>	
	· ·		
		-	
SSORTED INDIVIDUAL COOK	KIES - 4-6 small co	ookies or 1-2 large cookies, in	dividually packed/seal
PRODUCT	BRAND	PKG.WEIGHT/COUNT	SELLING PRICE
SSORTED INDIVIDUAL CRACE	KERS - min. of 6 cr	rackers, approx. 1-1/2 oz.each.,	asst.cheese/peanut but
PRODUCT	BRAND	PKG.WEIGHT/COUNT	SELLING PRICE
SSORTED FLAVORED SNACK	CAKES - assorted	flavors individually wranged	
PRODUCT	BRAND	SIZE	SELLING PRICE
	· ·		
SSORTED COLD SANDWICHES oproved types: chicken, tuna, turkey	s - individually wrap y salad, ham & che	oped, min. of 2 oz.of protein w/a ese, roast beef, turkey and chee	ppropriate bread servin
acta or culturatina et la sendentela			
agie or submarine style sandwich.  PRODUCT	<b>BRAND</b>	SIZE	SELLING PRICE

# YOGURT - individual 8 oz. container, to be made from 100% natural ingredients, low fat with a min. of 1% milkfat and a max. of 1.5%. Lid to be leakproof and sanitary. PRODUCT BRAND SIZE SELLING PRICE

**VENDING MACHINE EQUIPMENT AND PRODUCTS (CONTINUED)**