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

Direct all inquiries to Procurement Management Services.

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

BIDDER QUALIFICATION FORM

BID NO. 083-JJ03

BID TITLE Paper and Packaging for Summer Lunch Program

Bids will be accepted until 2:00 PM on March 20, 2009 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 90 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)

D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

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

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

Refer to **INSTRUCTIONS TO BIDDERS,** para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

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

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

Legal Name of Vendor _____

Mailing Address _____

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

Telephone No. _____ ***Fax No.*** _____

E-mail Address _____

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

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

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a *Cone of Silence* from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.
2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:
A. Specifications
B. Special Conditions
C. Instructions To Bidders
2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph *X. Packaging.*
2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.
3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.
1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

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

C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or $10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE
The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or $100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than $500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

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

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

2. Awards of $500,000 or Less
Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

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

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

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

VIII. SAMPLES

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

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

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

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

D. Samples should be delivered to the following address:

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

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

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

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

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

IX. SUBSTITUTIONS

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

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) Of Item(S) Contained
4. Item Number(S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

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

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

XVII. COMPLIANCE WITH LAWS

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

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

XX. CHARTER SCHOOLS

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

XXI. CONFLICT OF INTEREST

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

XXII. PUBLIC RECORDS LAW

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

XXIII. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

CONSIDERED
M1-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 083-JJ03**

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. 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 an 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.

or

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

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

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the 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 School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

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

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

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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

BID	BUYER	PAGE
083-JJ03	R. JOHNSON	SC 1

PAPER AND PACKAGING FOR SUMMER LUNCH PROGRAM

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract for the purchase and delivery of cafeteria paper and packaging supplies for special lunch programs at firm fixed prices per item for the Department of Food and Nutrition. The term of the bid shall be one (1) year from date of award**,** and by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee, upon final approval, be extended for four (4) additional one (1) year periods, and, if needed, ninety (90) days beyond the expiration date of the current contract period. M-DCPS, through Procurement Management Services, may, if considering extending this contract, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon. The successful bidder(s) agree(s) to this condition by signing its bid.

2. **BID INFORMATION:** It is each bidder(s) responsibility to monitor continuously the M-DCPS Procurement Management Services website: http://procurement.dadeschools.net/bidsol/asp/ENACT.asp for any information that may be posted, prior to the opening of this solicitation. If addendums, notices and other information is posted, a link will be provided in the bid line to click on to access this information.

   A. **CONE OF SILENCE**: A "Cone of Silence" is applicable to this competitive solicitation. This information can be accessed at the M-DCPS Website listed below for bidder(s) reference:

   http://www.dadeschools.net/board/rules/Chapt8/8C-1.212.pdf

   Any inquiry, clarification, or information regarding this bid must be requested in writing sent by courier, e-mail, fax or mail and received no later than 2 p.m. EDT on March 17, 2009 to M-DCPS to allow sufficient time to address submissions. The information must be sent simultaneously to:

   Robert Johnson, Buyer
   Procurement Management Services
   Miami-Dade County Public Schools
   1450 N.E. 2ND Avenue, Room 352
   Miami, Florida 33132
   Fax #: 305-523-3362
   E-Mail: rhjohnson@dadeschools.net

   Ileana Martinez, School Board Clerk
   Miami-Dade County Public Schools
   1450 N.E. 2ND Avenue, Room 268B
   Miami, Florida 33132
   Fax #: 305-995-1448
   E-Mail: martinez@dadeschools.net

   B. **POSTING OF BID ADDENDUMS, INFORMATION AND UPDATES:** The additional website links below list all bids, addendums, information, questions and answers, updates and award notices.

   Additional information can be posted on any of these M-DCPS websites without notice:
   http://procurement.dadeschools.net http://procurement.dadeschools.net/bidders.asp
   http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

3. **AWARD:** Contract will be awarded to a Primary and Alternate vendor offering the lowest responsive and responsible combined bid as listed on the Format B (Bid Proposal Form) and Attachment EV: Evaluation. The primary vendor shall initially assume all responsibilities of this bid. If, however, during the term of the contract the primary vendor cannot fulfill their contract, the secondary vendor shall assume all responsibilities. The secondary vendor's prices must remain the same as originally bid and must remain firm for the duration of the contract. All vendors agree to this condition by signing their bid.

SPECIAL CONDITIONS: CONTINUED

The **cost required** for each vendor to fill out on the Bid Proposal Form (Format B) Excel Worksheet is the price to M-DCPS for the bid item per the defined unit (case, roll, etc.) delivered directly to designated schools (a.k.a. Summer Production Centers) to be determined by the Department of Food and Nutrition.

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

5. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period.

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

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

8. **PRICING:** It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices during the extension period. Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract period to be valid for the upcoming contract extension period. If the request(s) is/are approved by Procurement Management Services, these changes would take effect for the new contract or extension period after the close of business day on Friday the existing contract or extension expires respectively.

   A. All requests for price adjustments must be submitted in writing to Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product(s) affected, letters from the manufacturer/producer of the product(s), Producer Price Indexes (PPI) published by the U.S. Department of Labor, using a composite of the following indexes: Local Trucking with Storage (SIC4214) and any other documentation supporting a request for price adjustment. The price adjustment shall not exceed the producer price index as reported by the Department of Labor or any applicable market index published by a federal, state, or local government agency.

   B. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify any and all requests as deemed to be in the best interest of M-DCPS. Each price adjustment is reviewed and submitted to the awarded vendor(s) for approval. If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by Procurement Management Services at M-DCPS. Awarded vendor(s) who are granted price adjustments for the initial award period must make these price adjustments valid for the contract extension period.

SPECIAL CONDITIONS: CONTINUED

C. After the first price adjustment is approved, future price adjustments will be submitted at least six months before the expiration of the contract/extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services.

D. All price adjustments shall be subject to audit as to validity and accuracy at any time by school system personnel.

9. EVALUATION: An evaluation of the bidder(s) for delivery of the items in this bid solicitation may be conducted and will include compliance with local, state, and federal laws and/or statutes. **ATTACHMENT EV: Evaluation** is required to be completed and submitted with the bid documents or within 5 days of request by M-DCPS. Acceptance of these documents, as proof that the bidder can meet the M-DCPS's needs for this bid will be the decision of M-DCPS Department of Food and Nutrition and Procurement Management Services. Bidder(s) must meet the criteria listed below in order for the rest of their bid to be considered:

A. Attachments to support all items in the evaluation are requested to be enclosed with the Evaluation Spreadsheet at the time of bid submittal or within 5 days of request from M-DCPS. Failure to submit the requested documentation at time of bid, or within five (5) days of request, may result in the bid not being considered for award.

B. CRITERIA WHICH EVALUATION SHALL BE MADE FOR STORAGE/DELIVERY REQUIREMENTS:

1. Local storage and delivery facilities; the successful vendor(s) must have facilities within the South Florida tri-county area (Miami-Dade, Broward, and/or Palm Beach counties) that has the capacity to handle the volume contained in this bid.
2. Number of years experience the vendor has in institutional storage and delivery service (minimum of two years providing a similar type of service) with references.
3. Personnel to be assigned to the servicing of this contract having staff identification and following dress code of their respective company.
4. Number and capacities of trucks to be assigned to school deliveries as specified in this bid (minimum of 6 trucks at 1000 cubic feet or equivalent is required).
5. Condition of all trucks. All trucks must be in good working order and be D.O.T. certified as required.
6. Documents from appropriate local, state and/or federal agencies for staging and loading areas showing compliance with governmental standards, as applicable.
7. The committee may inspect equipment and/or facilities at the vendor(s) operation prior to award recommendations.

C. The School Board of Miami-Dade County, Florida (M-DCPS) reserves the right, before awarding the contract, to require bidders to submit such evidence of their qualifications or any licenses applicable to this type of service, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers of the bidder in making the award in the best interest of M-DCPS.

10. DELIVERIES: The awarded bidder(s) must be able to deliver to all schools in Miami-Dade County, Florida. Product delivered directly to each of the locations designated by the Department of Food and Nutrition a minimum of three (3) times throughout the summer session. Food and Nutrition will provide with first order quantities and delivery locations by May 10th of each year the contract and extension (if applicable) is in effect.

A. Successful bidder(s) must have items available for delivery as listed in the specifications of this bid by date of award <u>or</u> as scheduled by M-DCPS Procurement Management Services and the Department of Food and Nutrition.

SPECIAL CONDITIONS: CONTINUED

B. The initial delivery must be made on Wednesday, June 3, 2009 or an approved date designated by the Department of Food and Nutrition **at all production center locations.**

C. Vendor must have a minimum number of trucks of enough capacity to be able to deliver to the designated schools in one day. Delivery schedule shall consist of two (2) schools per truck with a morning delivery to a designated M-DCPS School and an afternoon delivery to another M-DCPS designated school. The awarded bidder(s) must be able to deliver to any school or activity site located in Miami-Dade County, Florida. **Attachment PC: Listing of Production Centers in Miami-Dade County** is provided to assist the bidder(s) in understanding the scope and scheduling needed to service this bid solicitation. For bidder(s) reference, M-DCPS has utilized nine (9) M-DCPS locations in previous summers. Locations may be added or deleted to the program and awarded vendor(s) will be notified of any adjustments to the number of production centers.

11. LATE DELIVERIES/NON- DELIVERY: Timely delivery of all orders is expected of the **awarded vendor** to all delivery sites within M-DCPS. If unable to meet confirmed delivery schedule(s), as agreed upon, then after a two (2) hour grace period, M-DCPS Procurement Management Services reserves the right to assess a penalty payment to the awarded vendor for each instance in the amount of one hundred dollars ($100) for the instance per route, plus an additional penalty of one hundred dollars ($100.) for each calendar day the delivery is delayed and deduct from the awarded vendor's invoice, this penalty payment per route.

Deliveries shall be scheduled to all schools between the hours of 6:30 a.m. to 2:00 p.m. The designated Department of Food and Nutrition employee(s) must be present at the school food service delivery site to receive the items from the awarded vendor.

When the awarded vendor is unable to meet the delivery as established by M-DCPS Department of Food and Nutrition, M-DCPS reserves the right to purchase from the alternate awarded vendor to meet the menu cycle, as established by the Department of Food and Nutrition and the primary awarded vendor may be recommended for default.

12. SPECIFICATIONS: If an item is to be considered as an equal to the specified item, complete technical specifications, together with illustrative materials providing brand name and model number of the item.

13. SAMPLES: Bidder(s) listig an alternate product and/or brand(s) shall be required to submit samples, to be evaluated according to the standards of Materials Testing at the Department of Food and Nutrition. Samples shall be identical to the item(s) that is/are specified in the bid proposal and shall be delivered at no cost to the School Board. Failure to deliver samples as required at the time of bid submittal or within 5 days of request by M-DCPS may be reason(s) for rejections of bid(s). When a bidder(s) is/are requested to submit samples, each lot of samples shall be identified with:

A. vendor's name
B. bid number
C. bid item number
D. product name and number
E. grade or size.

SPECIAL CONDITIONS: CONTINUED

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

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

15. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the bidder(s) not be awarded any new business. Vendor Information is located in the M-DCPS main website under the tabs on the left side at http://www.dadeschools.net

    Click on the "Discover M-DCPS" link and follow the tab "Doing Business with M-DCPS." The direct links can be downloaded at the following websites:
    http://procurement.dadeschools.net/PDF/3921.pdf
    http://procurement.dadeschools.net/pdf/vendorlist.pdf
    http://procurement.dadeschools.net/pdf/SwornStatement_NewContract.pdf

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

17. **INSPECTION: M-DCPS reserves the right to inspect the vendor's operations facility and/or trucks.** Failure to maintain all required licenses and satisfactory inspection reports by Miami-Dade County, State of Florida, and U.S. Government agencies during the term of this agreement and subsequent renewal(s) may result in the awardee being defaulted.

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

19. **INVOICING:** All invoices and statements are submitted directly to the Accounts Payable Department and not to the Department of Food and Nutrition. See INSTRUCTIONS TO BIDDERS, XIV. DELIVERY AND BILLING, C. INVOICES, for detailed instructions.

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

SPECIAL CONDITIONS: CONTINUED

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

22. **BID SUBMISSIONS: In order to facilitate the evaluation, vendor(s) is/are requested to submit in electronic format** the Excel file, Format B (Bid Proposal Form) on a CD-ROM, 3½" Floppy Disk, or Jump Drive with the COMPLETE Bid Package. In addition, one printed copy of the COMPLETE Bid Package shall be submitted as the bid, for evaluation. In the event of a discrepancy in manufacturer code(s) and/or packaging on the electronic format, the bidder(s) shall so indicate on the blank text boxes on the electronic format. Should the bidder(s) not be able to enter the discrepancy on the electronic format, the bidder shall so indicate the discrepancy on the printed copy. **The printed copy of the bid shall be used as the document for the evaluation process.** The complete bid file, including the Format B (Items on Bid) Excel Spreadsheet may be downloaded at: http://procurement.dadeschools.net/bidsol/asp/ENACT.asp Click on "Current Bids/RFP's Under the Cone of Silence". Bids will be accepted until the time and date indicated on the Bidder Qualification Form, in Room351, 1450 NE 2nd Ave, Miami, FL 33132.
Bids and or files will not be accepted by E-Mail. Bidders are requested to submit, with their bid package, all information requested in the attached specifications listed for each bid solicitation.
Requested information for this bid includes:
    - Signed Bidders Qualification Form
    - Bid Proposal Form (Format B Excel Spreadsheet)
    - Deliveries Evaluation Form for Special Conditions #9
    - Vendor Information Sheet
    - USDA Certification documents (if applicable)
    - Occupational License
    - The Bid Proposal Form (Format B) and Deliveries Evaluation Form(Attachment EV) Excel files on CD-ROM, Floppy Disk, or Jump Drive **in addition to the hard copy of the Bid Package.**

23. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or computer and complete bid proposal signed in ink.
    - Use of pencil is prohibited.
    - Do not erase or use correction fluid to correct an error.
    - All changes must be crossed out and initialed in ink.
    - Bid proposal form original hard copy must be signed in ink.

    Those bids for individual items that do not comply with the above will be considered non-responsive for that item(s).

Miami-Dade County Public Schools (M-DCPS) Bid #083-JJ03		
ATTACHMENT PC: Listing of Production Centers in Miami-Dade County		
SITES USED DURING SUMMER 2008 PROGRAM		
PRODUCTION CENTER SITES FOR EACH YEAR'S SUMMER PROGRAM AND SPECIAL EVENTS WILL BE PROVIDED TO AWARDED VENDOR IN ADVANCE OF THE ANTICIPATED SCHEDULED PROGRAM OR EVENT.		
CLICK ON SCHOOL SITE TO VIEW MORE LOCATION INFORMATION		
	COUNTRY CLUB MIDDLE SCHOOL	
	18305 NW 75TH PLACE	
	MIAMI, FL 33015	
	DORAL MS	
	5005 NW 112TH AVENUE	
	MIAMI, FL 33178	
	JOHN A FERGUSON SHS	
	15900 SW 56 STREET	
	MIAMI-DADE, FL 33185	
	ROBERT MORGAN EDUCATIONAL CENTER	
	18180 SW 122 AVENUE	
	MIAMI-DADE, FL 33177	
	G. HOLMES BRADDOCK SHS	
	3601 SW 147TH AVENUE	
	MIAMI, FL 33185	
	LAMAR LOUISE CURRY MS	
	15750 SW 47 STREET	
	MIAMI, FL 33185	
	WESTLAND HIALEAH SHS	
	4000 WEST 18TH AVENUE	
	HIALEAH, FL 33012	
	LAKE STEVENS MS	
	18484 NW 48TH PLACE	
	OPA-LOCKA, FL 33055	
	ADA MERRITT K-8 CENTER	
	660 SW 3 STREET	
	MIAMI, FL 33130	

Instructions for Certification

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

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

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

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

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

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

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

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

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

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	Bid No. 083-JJ03	PAPER AND PACKAGING FOR SUMMER LUNCH PROGRAM
PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas. If using a computer, print an original copy to submit with bid documents as mentioned in Special Conditions #22.	FORMAT B	
ITEMS 1-4 TO BE AWARDED AS A TOTAL LOW BID. BIDDER(S) MUST BID ALL ITEMS 1-4 TO BE CONSIDERED FOR AWARD	NOTE: This Excel spreadsheet can be electronically completed and submitted with the bid package as a file (CD, Floppy Disk, Jump Drive, etc.)	
DELIVERY TO EACH OF THE SUMMER PRODUCTION CENTERS (TBD) & Other Sites LOCATED THROUGHOUT MIAMI-DADE COUNTY, FLORIDA		

BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID DOCUMENTS.

Bidder Name: Enter Company Name Here>>>

Item	Description	ESTIMATED Quantity		Item Description	Unit Price
				FILL IN SHADED BOXES to M-DCPS Site	
1	**Lunch container**	880,000	BRAND:		$
Specifications:	Polystyrene foam	Individual	MODEL:		
	Hinged lid container 9 ½ "X 9 ½" X 3"	Containers	Items per Pack Size:		
	Three (3) well, double lock		# Cases:		
	Recessed platform on the lid to allow containers to be stacked.		CASE PRICE		
	For use in temperature range		Additional		
	of approximately 32˚F - 212˚F		Information:		
	100% recyclable				
Pack Size:	CASE (200 containers per case is recommended)				
Approved Brand 1	GENPAK SN203				
Approved Brand 2	**OR Other Brands meeting specifications and pack size**				
SAMPLES:	AS STATED IN SPECIAL CONDITIONS #13				
Evaluation Unit:	**EACH**				
2	**4 oz. Container**	550,000	BRAND:		$
Specifications:	Polystyrene foam container	Individual	MODEL:		
	One compartment	Containers	Items per Pack Size:		
	Capability to fill with 4 oz. of food, liquid or solid		# Cases:		
	Lid to fit securely		CASE PRICE		
	Not to make container over flow or compress product		Additional		
	100% recyclable		Information:		
Pack Size:	CASE (1000 containers per case is recommended)				
Approved Brand 1	Dart 4J6				
Approved Brand 2	**OR Other Brands meeting specifications and pack size**				
SAMPLES:	AS STATED IN SPECIAL CONDITIONS #13				
Evaluation Unit:	**EACH**				

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	Bid No. 083-JJ03	PAPER AND PACKAGING FOR SUMMER LUNCH PROGRAM
PLEASE COMPLETE ALL SHADED AREAS. If writing in information, use ink or black ribbon to fill in areas. If using a computer, print an original copy to submit with bid documents as mentioned in Special Conditions #22.	FORMAT B	
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BIDDERS MUST PRINT A PAPER COPY OF THE COMPLETED FILE AND SUBMIT IT WITH THE BID DOCUMENTS.

Bidder Name: Enter Company Name Here>>>

Item	Description	ESTIMATED Quantity		Item Description		Unit Price
			FILL IN SHADED BOXES to M-DCPS Site			
3	**Lid for 4 oz. Container**	550,000	BRAND:		$	
Specifications:	Lid must fit item # 2 above	Individual	MODEL:			
	Translucent	Containers	Items per Pack Size:			
	Non-vented		# Cases:			
Pack Size:	CASE (1000 lids per case is recommended)		CASE PRICE			
Approved Brand 1	Dart 6JLNV		Additional			
Approved Brand 2	**or OTHER BRANDS MEETING SPECIFICATIONS**		Information:			
SAMPLES:	AS STATED IN SPECIAL CONDITIONS #13					
Evaluation Unit:	**EACH**					
4	**Corrugated Transport Container**	50,000	BRAND:		$	
Specifications:	C -Flute 200 lbs	Individual	MODEL:			
	Kraft	Containers	Items per Pack Size:			
	Measuring approx. 28 1/2" x 18" x 9 3/4"		Number of Packing Units:			
	With hand holes		UNIT PRICE			
	Color - Brown		Additional			
Pack Size:	Packed individually		Information:			
Approved Brand 1	Carton Sales and Manufacturing Company, "Summer Lunch carton"					
Approved Brand 2	**or OTHER BRANDS MEETING SPECIFICATIONS**					
SAMPLES:	AS STATED IN SPECIAL CONDITIONS #13					Total below calculates only if units are entered electronically
Evaluation Unit:	**EACH**					
				EST. TOTAL PRICE: ITEMS 1-4:		
	TOTAL ESTIMATED PACKING UNITS for Bid Items 1-4:					
	Total above calculates only if units are entered electronically					

NOTE: If the manufacturer number is:
a) no longer available and has been replaced with an updated number, or
b) incorrect, the bidder should indicate the corrected manufacturer number on in the spaces provided.

Miami-Dade County Public Schools Bid #083-JJ03			Attachment EV: Evaluation
Paper & Packaging for Summer Lunch Program			Special Conditions #9
COMPLETE THE FOLLOWING INFORMATION BELOW AND SUBMIT WITH BID DOCUMENTS. NOTE:This spreadsheet will caluclate and fill in information if this form is filled out electronically.			
Item	Information		
1	**Main Company Name:**		
	Main Office Address:		
	Main Office City:		
	Main Office State:		
	Main Office Zip Code:		
	Main Office Contact:		
	Main Office Contact Phone:		
	Main Office Contact Fax:		
	Main Office Contact E-Mail:		
2	**DESCRIPTION OF FACILITIES TO SERVICE THIS BID AS OF 04-22-2009:**		
	Minimum Capacity of 35000 Cubic Feet	**REQUIRED TO SERVICE THIS BID**	
	DRY GOODS	Storage area capacity in cubic feet:	
		Pallet openings:	
	Temperature Measuring/Recording Device:	Number of Devices in Area:	
		Description of Brand and Model	
3	**DESCRIPTION OF DELIVERY SERVICES TO SERVICE THIS BID**		
	Minimum 6 Trucks at Capacity of 1000 Cubic Feet OR EQUIVALENT REQUIRED TO SERVICE THIS BID		
	NUMBER OF TRUCKS AVAILABLE TO SERVICE M-DCPS AS OF 04-22-2009:		
	Truck Model:	Capacity:	# Trucks>>
	Truck Model:	Capacity:	# Trucks>>
	Truck Model:	Capacity:	# Trucks>>
	Truck Model:	Capacity:	# Trucks>>
	Truck Model:	Capacity:	# Trucks>>
	Truck Model:	Capacity:	# Trucks>>
	Describe ABOVE regarding capacity:	**LOAD WEIGHT**	**Total # Trucks:**
			Mark one response for each item below
	ARE TRUCKS LISTED ABOVE D.O.T. CERTIFIED?	YES	NO
	ARE TRUCKS CLEANED, IN GOOD WORKING ORDER, AND MAINTAINED (WITH SERVICE RECORDS)?	YES	NO
	DOCUMENTATION OF CLEANLINESS AND SANITATION PROGRAM:	YES	NO
	ENCLOSURE OF HAACP PROGRAM AND PROCEDURES:	YES	NO
	ESTABLISHED PROCEDURE ON MERCHANDISE HANDLING AND STORAGE:	YES	NO
	STAFF IDENTIFICATION AND DRESS CODE STANDARDS IN PLACE:	YES	NO

Miami-Dade County Public Schools Bid #083-JJ03			Attachment EV: Evaluation
Paper & Packaging for Summer Lunch Program			Special Conditions #9
COMPLETE THE FOLLOWING INFORMATION BELOW AND SUBMIT WITH BID DOCUMENTS. NOTE:This spreadsheet will caluclate and fill in information if this form is filled out electronically.			
Item	Information		
4	**WILL BE CONTRACTING OUT VEHICLES TO SERVICE THIS BID: (Mark one response)**	YES	NO
	NAME OF LEASING COMPANY:		
	PLEASE ANSWER THE FOLLOWING AND PROVIDE ATTACHMENTS:	Mark one response for each item below	
	DOCUMENTATION FROM LEASING COMPANY APPROVED TO CONTRACT?	YES	NO
	VEHICLES AVAILABLE FROM LEASING COMPANY ON CONTRACT DATE?	YES	NO
	VEHICLES AVAILABLE FROM LEASING COMPANY FOR TERM OF CONTRACT?	YES	NO
	"BACK-UP" VEHICLES AVAILABLE FROM LEASING COMPANY?	YES	NO
	PROVISION FOR BACK-UP VEHICLES STATED IN DOCUMENTATION?	YES	NO
	LEASING COMPANY HAS CORRECT TYPE OF VEHICLES TO SERVICE BID?	YES	NO
	NUMBER OF TRUCKS TO LEASE FROM LEASING COMPANY?		
5	ORGANIZATION DOING BUSINESS UNDER THEIR PRESENT NAME:	# YEARS:	
		# Personnel:	
	WHAT FORMER NAMES HAS YOUR COMPANY OPERATED UNDER (STATE N/S IF NONE.)		
	Former Company Name / Former Corporate Office Location	From (Mo/Yr)	To (Mo.Yr)
		Mark One Response	
	HAS YOUR COMPANY FAILED TO COMPLETE A BONDED OBLIGATION OR A PUBLIC OR GOVERNMENT CONTRACT? IF SO, PLEASE LIST AND ATTACH DOCUMENT(S).	YES	NO
	Condition / Type of Obligation or Contract	Attachment?(Mark One)	
		YES	NO
	NUMBER OF YEARS EXPERIENCE IN INSTITUTIONAL DELIVERY SERVICE:	# Years:	
6	**CURRENT CUSTOMER REFERENCES WITHIN PAST TWO (2) YEARS:**		
	1st Customer Reference Name:	Month/Year	Amount USD
	1st Customer Reference Address:	Start Date	Sold/Contract
	1st Customer Reference City:		
	1st Customer Reference State:		
	1st Customer Reference Zip Code:	Place 'X' in box if reference is:	
	1st Customer Reference Contact:	Manufacturer:	
	1st Customer Reference Contact Phone:	Processor:	
	1st Customer Reference Contact Fax:	School District:	
	1st Customer Reference Contact E-Mail:	Gov't Agency:	
	2nd Customer Reference Name:	Month/Year	Amount USD
	2nd Customer Reference Address:	Start Date	Sold/Contract
	2nd Customer Reference City:		
	2nd Customer Reference State:		
	2nd Customer Reference Zip Code:	Place 'X' in box if reference is:	
	2nd Customer Reference Contact:	Manufacturer:	
	2nd Customer Reference Contact Phone:	Processor:	
	2nd Customer Reference Contact Fax:	School District:	
	2nd Customer Reference Contact E-Mail:	Gov't Agency:	
	3rd Customer Reference Name:	Month/Year	Amount USD
	3rd Customer Reference Address:	Start Date	Sold/Contract
	3rd Customer Reference City:		
	3rd Customer Reference State:		
	3rd Customer Reference Zip Code:	Place 'X' in box if reference is:	
	3rd Customer Reference Contact:	Manufacturer:	
	3rd Customer Reference Contact Phone:	Processor:	
	3rd Customer Reference Contact Fax:	School District:	
	3rd Customer Reference Contact E-Mail:	Gov't Agency:	

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at http://www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at http://www2.dadeschools.net/schoolboard/rules/.

FROM: _____

_____

_____

AFFIX
POSTAGE
HERE

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

BID NO.: 083-JJ03

BID TITLE: Paper and Packaging for Summer Lunch Program

BID OPENING DATE: March 20, 2009

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

NOTICE OF PROSPECTIVE BIDDERS

NO BID

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

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

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

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

Signature _____

Title _____

Company_____

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

Vendor Information Sheet

1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____
Street Address

_____
City State Zip Code

2. Telephone/Fax/Contact Person

_____
Telephone number

_____
Fax number

_____
Contact Person

_____
E-mail address

3. Ownership Disclosure

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

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

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