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. 093-JJ03

BID TITLE FROZEN ICE CREAM AND DESERT VENDING PROGRAM

Bids will be accepted until 2:00 PM on June 18, 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 Bids may not be withdrawn for 90 days after opening.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*** _____

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/.

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

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

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

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

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

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

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

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

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

or

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

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

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

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

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

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS)

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

BID	BUYER	PAGE
093-JJ03	R. JOHNSON	SC 1

FROZEN ICE CREAM AND DESERT VENDING PROGRAM

1. **PURPOSE:** The purpose of this bid is to establish a contract to provide frozen ice cream and desert vending machines for Miami-Dade County Public Schools at school sites for the Department of Food and Nutrition. The bid term shall be from **October 1, 2009 through June 30, 2012,** and by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee, upon final approval, be extended for an additional two-year period and, if needed, ninety (90) days beyond the expiration date of the current contract period. After the initial Bid period, all subsequent extension periods shall conclude at the end of the business week. M-DCPS, through Procurement Management Services, may, if considering extending this contract, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon. The successful bidder(s) agree(s) to this condition by signing its bid.

2. **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. **PRE-BID CONFERFERENCE:** A **pre-bid conference** will be held **at 9:00 a.m. on June 11, 2009,** in the Department of Food and Nutrition Training Center at 7042 West Flagler Street, Miami, FL 33144. For directions to the pre-bid conference site, please call (786) 275-0400.

   B. **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. EST on June 9th, 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

   C. **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

   Information regarding the "Notice of Intended Action" to award this bid can be found approximately 7-10 days before presentation at the School Board Meeting during the month the bid is intended to be awarded. This information is posted on the Procurement Management Website listed below:

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

SPECIAL CONDITIONS: CONTINUED

3. **AWARD:** Contract will be awarded to a Primary and Alternate vendor offering the greatest amount of monthly revenue of frozen ice cream and desert vending machines for each bid item as listed on the Format B Excel Spreadsheet (Items on Bid.) 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 alternate vendor shall assume all responsibilities. The alternate vendor's prices must remain the same as originally bid and must remain firm for the duration of the contract. **All vendors must comply with INSTRUCTIONS TO BIDDERS, SECTION VII. PERFORMANCE SECURITY in being able to provide a performance bond (if applicable) to guarantee performance.** All vendors agree to these conditions by signing their bid.

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, Procurement Management Services, and Department of Food and Nutrition. **An advance notice of 30 days shall be given should the district decide to invoke the non-exclusivity clause above.** The vendors awarded on this bid shall be the frozen ice cream and desert vending machine vendor for the items listed in the Specifications listed herein and for the designated sites as listed on the Format B (Items on Bid) Excel Spreadsheet**.**

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 awarded vendor(s) shall inform the purchaser of any problems or delays in providing the awarded item(s) as required. All sites must be in compliance according to bid specifications. The School Board 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. **MINIMUM DOLLAR CONTRIBUTION PER MONTH:** The following conditions apply regarding the fixed fee per machine per month that is bid on the Format B (Items on Bid) Excel Spreadsheet:

   A. The first monthly payment shall begin on November 1, 2009 and thereafter on the first of each month per each year of the contract. If the first of the month falls on a holiday, Saturday, Sunday, or any other day where there are no M-DCPS employees working, then the awarded vendor MUST deliver the payment on the last working day before the first of the month.

   B. Failure to deliver payment by 4:00 p.m. by the first day of the month will result in an additional 10% of the payment being charged as a late fee (Separately billed by **the Department of Food and Nutrition** and due the following month.)

SPECIAL CONDITIONS: CONTINUED

C. The District will not adjust the monthly amount due to any installation delay on the part of the awarded Vendor(s). **M-DCPS may decide at its discretion to adjust the monthly amount due from awarded vendor(s) due to circumstances which the district deems as appropriate.**

D. The payments should be mailed or delivered directly to the address listed below in Section 8, Part E. If the monthly amount is not received after the tenth (10th) of the month, the awarded vendor may be considered in default of the contract.

E. The payments shall be made with the supporting detail of the following information:
   1. The monthly amount, the time period covered and the breakdown of the balance paid by machine site.
   2. Full payments must be received by the directed timeline of this bid or will be considered in default, unless otherwise arranged with Procurement Management and the Department of Food and Nutrition.
   3. Payments must be sent to the following address listed below:

Department of Food and Nutrition,
Miami-Dade County Public Schools
Attention: Food Service Budget Analyst
7042 West Flagler Street
Miami, Florida 33144

9. START-UP & MONTHLY AMOUNT ADJUSTMENTS: After the School Board award of this bid, the awarded vendor(s) will initiate the frozen ice cream and desert vending program using the following guidelines below and may result in default if not followed accordingly.

A. START UP GUIDELINES:
   1. Meet with each school site Principal or administrative designee and determine number of machines and location of each machine for each site listed. School Site Principal will determine at that time if their site wants to participate in the Frozen Ice Cream and Desert Vending Program.
   2. M-DCPS reserves the right to discontinue the frozen ice cream and desert vending program at any school site during the term of the bid, thus revenue payment(s) would be adjusted and machines removed at the end of the fiscal month.
   3. Install Machines in agreed upon location(s) and fill machines with Product.
   4. Set up refund bank with the front office.

B. ADJUSTMENTS: An adjustment in the revenue amount will apply If the Site Administrator and/or the designee from the Department of Food and Nutrition and/or Procurement Management Services request to add or delete the number of machines at any given site and the vendor agrees to the request, then the Monthly Minimum Dollar Contribution amount will be the amount that is stipulated for other machines within the category that is awarded. There will NOT BE ANY MONETARY ADJUSTMENTS FOR MONTHLY AMOUNT AFTER THE IMPLEMENTATION OF THE CONTRACT PERIODS. <u>Requests for increases in the number of machines will be accepted throughout the year during the term of the bid.</u> Requests for decreases in the number of machines at each site will only be accepted and considered during the month of October of each year of the contract period.

SPECIAL CONDITIONS: CONTINUED

The increase or decrease requests are not considered guaranteed. When requests are submitted to the designee they must include all pertinent information i.e.; school name, location, reasons for increase and decrease and any financial information regarding the reason for change.

C. The change in the current Minimum Monthly Dollar Contribution amount for a particular school site shall be calculated based upon the amount offered per machine where the school site is located times the number of machines in place. i.e.: At the time of award, an awarded vendor bid $200.00 per machine for a region where a school site is located and that school site has five (5) machines in place that month. The vendor owes a minimum of $1000.00 per month for the five (5) machines at that specific school site. Then, the awarded vendor receives approval to place a sixth (6th) machine at that specific school site for the new month. Therefore, any additional machines would be added at a minimum of $ 200.00 per machine per monthly payment. The vendor would owe a minimum of $1200.00 for that particular school site now having six machines, as applicable.

10. **NEW SITES:** If a new M-DCPS site opens during the bid period, the awarded vendor in the category where the new site would be placed in would be awarded with the current rates provided in their bid submission with the approval of the school site Administrator, the designee from the Department of Food and Nutrition and Procurement Management Services.

11. **OPERATING TIMES:** The following applies regarding the operation of the frozen ice cream and desert vending machines at Vocational/Senior High Schools and other designated school sites: Operation of frozen ice cream and desert vending machines may be continuous through out the day.

12. **REFUND POLICY:** It shall be the responsibility of the successful vendor to establish a procedure to refund students, employees or other vending customers who do not receive satisfactory products or their money back from the vending machine. This refund policy shall be arranged with each site administrator and Food Service Manager and the procedure shall be posted at each vending machine location. The refund procedure must be in place at each vending machine location before or on the same day that that the vending machines are in place and operational at site.

13. **SCHOOL SITE MANAGEMENT OF THE FROZEN ICE CREAM AND DESERT VENDING PROGRAM:** The Department of Food and Nutrition, along with the Administration at each M-DCPS location serviced under this bid will manage the program throughout each location being serviced by this bid. Random inspections will be performed throughout the term of the contract and/or extension period(s), if any, to monitor contractor's performance and compliance with the contract. These random inspections can include but are not limited to the following for compliance: safety of vending area, sanitation, minimum fill rate of 75% at all times, machines operating correctly, only APPROVED items in the machines, proper audits of vending machines, appropriate location, and vandalism prevention and/or correction. Failure to correct non-compliance items with the random inspections within 3 business days of notification may be grounds for fines assessed as stated in Special Conditions #22 below and/or default in accordance with Special Conditions #6 above.

14. **DAMAGE TO CONTRACTOR OWNED EQUIPMENT, PRODUCT OR LOSS OF CASH:** The District does not guarantee the prevention of any loss to the Contractor due to vandalism or forcible entry and will not be responsible for the loss of cash, products, and cost of repairs or replacement of products.

15. **PROMOTIONAL MATERIALS:** Vendors may provide schools sites with promotional materials related to items/products being sold in vending machines. All promotional materials must be pre-approved by the Department of Food and Nutrition and each school site administrator prior to placement in school sites.

SPECIAL CONDITIONS: CONTINUED

16. SERVICE: The following conditions apply regarding the servicing of all machines awarded on this bid:

A. The awarded vendor must furnish school site representatives, the name and telephone number of a contact person for equipment repair and/or product quality.
B. All servicing of vending machines shall take place during normal school operating hours unless otherwise authorized by the site administrator, with each service call being logged in the main office of each school site location. It shall not be the responsibility of the Department of Food and Nutrition, nor any school site food service employee, to provide service to any vending machines.
C. Service shall be provided to insure adequate stock of merchandise.
D. Minimum of 75% fill rate is expected on a daily basis.
E. All service staff must be appropriately identified and dressed, with clothing that does not contain any offensive or tasteless language or graphics/pictures.
F. The frozen ice cream and desert vending machines must be in good overall external and internal condition in regards to appearance and operating mechanisms.
G. The awarded vendor must maintain vending machines in good condition through out the term of the bid and either replace or repair machines that are not presentable and standards of sanitation and maintenance must maintain. Any type of graffiti must be immediately removed.

17. INSTALLATION AND REMOVAL OF VENDING EQUIPMENT: The number of vending machines to be installed at each school site at the start of the bid award is detailed on the Format B Excel Spreadsheet (Items on Bid.) Any changes to the number of machines during the bid period (including extensions, if any) must be approved by the M-DCPS Site Administrator,

A. The vendor must coordinate with the school site administrator location of vending machines, in accordance with M-DCPS procedures.
B. Vending machines for this contract are not permitted to be placed in the cafeteria or food service area of any site or directly outside within twenty feet (20) from the doors leading of the cafeteria or food service area, unless approved by the Food Service Director of the site.
C. To facilitate housekeeping, all vending machines shall be located so that space around the machines can be easily cleaned and maintained.
D. All machines shall be kept clean and sanitary with a regular schedule for cleaning the inside and outside of each machine, as needed.
E. Additional requests for cleaning shall be directed to the vendor.
F. The vendor shall be responsible for removal of supply cartons, crates, wrappings, etc.
G. Any additional electrical wiring/outlets needed for machine operation shall be coordinated with the school site administrator.
H. Vending machines that are located out of doors or in open hallways may be inside of security cages furnished by the vending machine contractor.
I. All signage and front or side panels of vending machines must be of a non-branded type, with final approval of signage by the designated administrator at the Department of Food and Nutrition.
J. All vending machines must be in new or like new condition, and have an appropriate tamper proof money counting system.
K. Awarded vendor must correct any situation in regards to placement, maintenance, stocked items, graffiti or any other related situation within forty-eight hours after initial notification by district personnel.

SPECIAL CONDITIONS: CONTINUED

L. Successful vendors, at the time of expiration and or termination of their contract, at their own expense and without damage to the building or property, within **thirty (30) days** upon request, shall remove all vending machines and equipment installed by their company.
M. The awarded vendor shall furnish and restore in good order under any condition, those areas utilized for the operation of their vending machines.

18. VENDED ITEMS INSIDE AWARDED MACHINES: The following items below apply regarding the frozen ice cream and desert items that are being sold from the vending machines awarded on this bid:

A. It will be the responsibility of the vendor to maintain and rotate all stock utilized in each vending machine. The vendors will monitor food items and brand preference and remove/replace any food item and/or brand, which appears to be unacceptable at each location. The Department of Food and Nutrition shall approve all items being placed into machines and reserve the right to remove or replace any and all items that do not meet nutritional qualifications, factors, and/or guidelines. For reference **Specifications: Listing of Frozen Ice Cream And Desert Vending Items for M-DCPS** is attached**.**
B. Any item which is not on the approved list listed in **Specifications: Listing of Frozen Ice Cream And Desert Vending Items for M-DCPS** must be approved by the designated administrator at the Department of Food and Nutrition prior to stocking them in the student access vending machines. The vendor must submit a minimum of two samples and specifications including nutritional information to the designated administrator at the Department of Food and Nutrition and then will receive an approved or not approved documentation of the item.
C. All products dispensed from vending machines must be of first quality and in manufacturer's packaging. Products must be dated for freshness, with all outdated product removed from the machines prior to expiration of the "freshness" or "sell by" dates. The Department of Food and Nutrition and/or Procurement Management Services shall conduct periodic audits and collect random samples of products to ensure that products contained in machines contains appropriate date stamps. Three instances of failure by a vendor to stock fresh items shall constitute default of contract by that vendor.

19. NEW ITEMS: Awarded vendors must follow the same procedures stated above when wanting to place NEW ITEMS in awarded frozen ice cream and desert vending machines. Vendors are not allowed to place NEW ITEMS in any item awarded under this contract until receiving approval by the Department of Food and Nutrition and Procurement Management Services. Please see the Specifications of this bid regarding submitting samples of new items for approval. Failure to comply with these conditions may be grounds for default as stated in Special Conditions #6 above.

20. SUBSTITUTIONS: The successful awarded vendor(s) shall deliver only those brands and items awarded on this bid. In the event of an emergency or a new item that a vendor wants to place in the frozen ice cream and desert vending machines, the awarded vendor(s) must contact the Department of Food and Nutrition for authorization BEFORE placing the substitution into any awarded frozen ice cream and desert vending machine.

21. DAMAGES FOR INCORRECT ITEM(S) IN VENDING MACHINE(S): Vendor shall only stock the vending machines with approved items and if any unapproved item is found in the vending machine at any location the vendor will be notified in writing to remove the item(s) at all sites within 48 hours. <u>For the first offense the vendor will be charged $300.00 paid to each site that has the item. Each offense will escalate in multiples of $300.00 (i.e. second offense will be $600.00, third offense will be $900.00 etc.)</u>

SPECIAL CONDITIONS: CONTINUED

The damages applied will be cumulative for the entire term of the bid including renewals. These damages will be billed on a separate invoice for the vendor per site and must be paid within 30 days of receipt. Failure to pay the damages will be grounds for default.

22. **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. Click on the "Discover M-DCPS" link, then go to "Doing Business with M-DCPS" tab, continue to the "General Information" tab, then click on the "For Vendors" tab. The direct links for Vendor application process can be downloaded at the following website addresses:

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

23. **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.

24. **OTHER L ICENSES, PERMITS AND FEES:** The successful vendor(s) shall obtain and pay for all licenses, permits and fees required for this service and shall comply with all laws, ordinances, and regulations. The successful vendor(s) shall pay all federal, state, and local taxes chargeable to the operation. The Board will not collect or pay any sales tax for the awarded vendor(s). Damages, penalties and/or fines imposed on the Board or the awarded vendor(s) for failure to obtain required licenses, permits or fines shall be borne by the vendor.

25. **TAXES:** Sales tax, rental tax, machine tax and any and all other applicable taxes are the responsibility of the vendor and shall be paid by the successful bidder.

26. **SUBCONTRACTING/ASSIGNMENT OF CONTRACT:** Subcontracting is permitted under this contract; however, the awarded vendor will maintain responsibility for the management of the sub-contractor, for communication with the District, and for compliance with all the terms and conditions of the contract. **The provisions of the Jessica Lunsford Act apply to all subcontractors.**

27. **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.

28. **U.S.D.A. CERTIFICATION DOCUMENTS:** Each and every awarded vendor is/are required to complete, if applicable, and to submit the U.S. Department of Agriculture Certification Forms 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.

SPECIAL CONDITIONS: CONTINUED

29. **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.

30. **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. Requested information for this bid includes:

    - Signed Bidders Qualification Form.
    - Bid Proposal Form.
    - Vendor Information Sheet.
    - USDA Certification documents, if applicable.
    - Drug-Free Workplace Form.
    - Occupational License
    - The Bid Proposal Form (Format B) Excel file on CD-ROM, 3½" Floppy Disk, or Jump Drive **in addition to the hard copy of the Bid Package.**
    - Performance Bond, if applicable.

31. **ERASURES OR CORRECTIONS:** Bidders are requested to use permanent ink when completing the Bid Proposal Form.
    1. Use of pencil is prohibited.
    2. Do not erase or use correction fluid to correct an error.
    3. All changes must be crossed out and initialed in ink.
    4. Bid proposal form original hard copy must be signed in ink.

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

Miami-Dade County Public Schools (M-DCPS)
Bid Number 093-JJ03 Specifications

LISTING OF ICE CREAM AND DESERT VENDING ITEMS FOR M-DCPS VOCATIONAL AND HIGH SCHOOLS

Note: Nutritional Guidelines may change during the term of the bid and vendors will be notified of any changes by the Department of Food and Nutrition

Items allowed in vending machines

Ice Cream Products – low-fat not to exceed 35% of total fat calories; no high fructose corn-syrup, sugar content not to exceed 35% by weight; contain minimum of 3.5 fl. oz ice cream per portion

Fruit Bars – 100% Fruit/Fruit Juice. Fruit type must be the number one ingredient, each bar must weigh a minimum of 4 ounces each, individually wrapped on a stick, shall not contain high fructose corn syrup or artificial sweeteners.

NEW ITEMS

Awarded vendor(s) that are requesting new items to be placed in beverage vending machines covered under this bid are required to submit two (2) samples of each item the vendor will be stocking in the vending machines which follow the nutritional guidelines according to the standards of the district that are permitted. Samples shall be identical to the item(s) that is/will be placed in the awarded beverage machine. When the vendor submits samples, each lot of samples shall be identified with: vendor's name, bid number, product name and number, grade or size, and nutritional information sheets. Samples shall be delivered at no cost to the School Board to the Department of Food and Nutrition.

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form

Bid sheet must be received at SBAB Rm.351 no later than 2:00 PM on the bid opening date.

BIDDERS SHOULD MAKE EVERY EFFORT TO FURNISH ALL INFORMATION REQUESTED BELOW ON THE ITEM(S) FOR WHICH A BID IS SUBMITTED.

PLEASE COMPLETE ALL SHADED AREAS: If writing in information, use ink or black ribbon to fill in shaded areas on this Excel worksheet. When using a computer, TYPE IN THE COLORED BOXES. Please submit in electronic format a Floppy Disk, CD-ROM, etc. IN ADDITION TO A PRINTED COPY with the bid submission.

BIDDER **ENTER BUSINESS NAME HERE>>>**

BID NUMBER 093-JJ03

FROZEN ICE CREAM AND DESERT VENDING PROGRAM

BUYER: R. JOHNSON

High Schools and Vocational Centers

Format B

NOTE: The statistical information shows the student population (combined daytime and evening programs) and number of existing vending machines at each school site location. IF VIEWING THIS SHEET ON THE INTERNET, CLICK ON HIGH SCHOOL NAME FOR SITE INFORMATION.

Item	M-DCPS Site Location	Est. Qty.	Site Information and Current Estimated Quantities for ice cream and desert vending machines		Dollar Contribution PER MACHINE
	At all listed and future Vocational/High Schools				**PER MONTH**
1	AMERICAN SHS		2648 student population (Estimated)	$	
	18350 NW 67TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33015		CONTAINING APPROVED PRODUCTS		
2	BARBARA GOLEMAN SHS		4073 student population (Estimated)	$	
	14100 NW 89TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI LAKES, FL 33018		CONTAINING APPROVED PRODUCTS		
3	HIALEAH SHS		3893 student population (Estimated)	$	
	251 EAST 47 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	HIALEAH, FL 33013		CONTAINING APPROVED PRODUCTS		
4	HIALEAH-MIAMI LAKES SHS		2544 student population (Estimated)	$	
	7977 WEST 12TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	HIALEAH, FL 33014		CONTAINING APPROVED PRODUCTS		
5	MIAMI CAROL CITY SHS		2349 student population (Estimated)	$	
	3422 NW 187TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	OPA LOCKA, FL 33056		CONTAINING APPROVED PRODUCTS		
6	MIAMI LAKES EDUCATIONAL CENTER		1486 student population (Estimated)	$	
	5780 NW 158 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI LAKES, FL 33014		CONTAINING APPROVED PRODUCTS		
7	DR MICHAEL M. KROP SHS		3579 student population (Estimated)	$	
	1410 NE 215 TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33179		CONTAINING APPROVED PRODUCTS		
8	MIAMI BEACH SHS		1951 student population (Estimated)	$	
	2231 PRAIRIE AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI BEACH, FL 33139		CONTAINING APPROVED PRODUCTS		
9	MIAMI NORLAND SHS		1984 student population (Estimated)	$	
	1050 NW 195TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33169		CONTAINING APPROVED PRODUCTS		
10	NORTH MIAMI BEACH SHS		2735 student population (Estimated)	$	
	1247 NE 167TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	NORTH MIAMI BEACH, FL 33162		CONTAINING APPROVED PRODUCTS		
11	NORTH MIAMI SHS		2784 student population (Estimated)	$	
	800 NE 137TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	NORTH MIAMI, FL 33161		CONTAINING APPROVED PRODUCTS		
12	DESIGN & ARCHITECTURE SHS		461 student population (Estimated)	$	
	4001 NE 2ND AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33137		CONTAINING APPROVED PRODUCTS		
13	MIAMI CENTRAL SHS		2109 student population (Estimated)	$	
	1781 NW 95TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33147		CONTAINING APPROVED PRODUCTS		

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	BID NUMBER 093-JJ03
Bid sheet must be received at SBAB Rm.351 no later than 2:00 PM on the bid opening date.	FROZEN ICE CREAM AND DESERT VENDING PROGRAM
BIDDERS SHOULD MAKE EVERY EFFORT TO FURNISH ALL INFORMATION REQUESTED BELOW ON THE ITEM(S) FOR WHICH A BID IS SUBMITTED.	BUYER: R. JOHNSON
PLEASE COMPLETE ALL SHADED AREAS: If writing in information, use ink or black ribbon to fill in shaded areas on this Excel worksheet. When using a computer, TYPE IN THE COLORED BOXES. Please submit in electronic format a Floppy Disk, CD-ROM, etc. IN ADDITION TO A PRINTED COPY with the bid submission.	High Schools and Vocational Centers Format B
BIDDER ENTER BUSINESS NAME HERE>>>	

NOTE: The statistical information shows the student population (combined daytime and evening programs) and number of existing vending machines at each school site location. IF VIEWING THIS SHEET ON THE INTERNET, CLICK ON HIGH SCHOOL NAME FOR SITE INFORMATION.

Item	M-DCPS Site Location	Est. Qty.	Site Information and Current Estimated Quantities for ice cream and desert vending machines		Dollar Contribution PER MACHINE
	At all listed and future Vocational/High Schools				PER MONTH
14	MIAMI CORAL PARK SHS		3622 student population (Estimated)	$	
	8865 SW 16TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33165		CONTAINING APPROVED PRODUCTS		
15	MIAMI NORTHWESTERN SHS		2307 student population (Estimated)	$	
	1100 NW 71 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33150		CONTAINING APPROVED PRODUCTS		
16	MIAMI SPRINGS SHS		3186 student population (Estimated)	$	
	751 DOVE AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI SPRINGS, FL 33166		CONTAINING APPROVED PRODUCTS		
17	RONALD W. REAGAN/DORAL SHS		833 student population (Estimated)	$	
	8600 NW 107TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33178		CONTAINING APPROVED PRODUCTS		
18	WILLIAM H. TURNER TECHNICAL		1698 student population (Estimated)	$	
	10151 NW 19TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33147		CONTAINING APPROVED PRODUCTS		
19	BOOKER T. WASHINGTON SHS		1357 student population (Estimated)	$	
	1200 NW 6TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33136		CONTAINING APPROVED PRODUCTS		
20	CORAL GABLES SHS		3346 student population (Estimated)	$	
	450 BIRD ROAD		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	CORAL GABLES, FL 33146		CONTAINING APPROVED PRODUCTS		
21	MARITIME & SCIENCE TECHNOLOGY ACADEMY		550 student population (Estimated)	$	
	3979 RICKENBACKER CAUSEWAY		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33149		CONTAINING APPROVED PRODUCTS		
22	MIAMI EDISON SHS		1040 student population (Estimated)	$	
	6161 NW 5TH COURT		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33127		CONTAINING APPROVED PRODUCTS		
23	MIAMI JACKSON SHS		1445 student population (Estimated)	$	
	1751 NW 36TH STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33142		CONTAINING APPROVED PRODUCTS		
24	MIAMI SHS		3038 student population (Estimated)	$	
	2450 SW 1ST STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33135		CONTAINING APPROVED PRODUCTS		
25	G. HOLMES BRADDOCK SHS		3597 student population (Estimated)	$	
	3601 SW 147TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33185		CONTAINING APPROVED PRODUCTS		
26	JOHN A FERGUSON SHS		3561 student population (Estimated)	$	
	15900 SW 56 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33185		CONTAINING APPROVED PRODUCTS		

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form	BID NUMBER 093-JJ03
Bid sheet must be received at SBAB Rm.351 no later than 2:00 PM on the bid opening date.	FROZEN ICE CREAM AND DESERT VENDING PROGRAM
BIDDERS SHOULD MAKE EVERY EFFORT TO FURNISH ALL INFORMATION REQUESTED BELOW ON THE ITEM(S) FOR WHICH A BID IS SUBMITTED.	BUYER: R. JOHNSON
PLEASE COMPLETE ALL SHADED AREAS: If writing in information, use ink or black ribbon to fill in shaded areas on this Excel worksheet. When using a computer, TYPE IN THE COLORED BOXES. Please submit in electronic format a Floppy Disk, CD-ROM, etc. IN ADDITION TO A PRINTED COPY with the bid submission.	High Schools and Vocational Centers Format B
BIDDER ENTER BUSINESS NAME HERE>>>	

NOTE: The statistical information shows the student population (combined daytime and evening programs) and number of existing vending machines at each school site location. IF VIEWING THIS SHEET ON THE INTERNET, CLICK ON HIGH SCHOOL NAME FOR SITE INFORMATION.

Item	M-DCPS Site Location	Est. Qty.	Site Information and Current Estimated Quantities for ice cream and desert vending machines		Dollar Contribution PER MACHINE
	At all listed and future Vocational/High Schools				PER MONTH
27	MIAMI KILLIAN SHS		3472 student population (Estimated)	$	
	10655 SW 97TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33176		CONTAINING APPROVED PRODUCTS		
28	MIAMI PALMETTO SHS		3338 student population (Estimated)	$	
	7460 SW 118 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	PINECREST, FL 33156		CONTAINING APPROVED PRODUCTS		
29	SOUTH MIAMI SHS		2501 student population (Estimated)	$	
	6856 SW 53RD STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33155		CONTAINING APPROVED PRODUCTS		
30	SOUTHWEST MIAMI SHS		2893 student population (Estimated)	$	
	8855 SW 50TH TERRACE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33165		CONTAINING APPROVED PRODUCTS		
31	CORAL REEF SHS		3072 student population (Estimated)	$	
	10101 SW 152 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33157		CONTAINING APPROVED PRODUCTS		
32	FELIX VARELA SHS		3613 student population (Estimated)	$	
	15255 SW 96 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33196		CONTAINING APPROVED PRODUCTS		
33	HOMESTEAD SHS		2417 student population (Estimated)	$	
	2351 SE 12TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	HOMESTEAD, FL 33034		CONTAINING APPROVED PRODUCTS		
34	MIAMI SOUTHRIDGE SHS		3326 student population (Estimated)	$	
	19355 SW 114TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33157		CONTAINING APPROVED PRODUCTS		
35	MIAMI SUNSET SHS		3050 student population (Estimated)	$	
	13125 SW 72ND STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33183		CONTAINING APPROVED PRODUCTS		
36	ROBERT MORGAN EDUCATIONAL CENTER		2466 student population (Estimated)	$	
	18180 SW 122 AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33177		CONTAINING APPROVED PRODUCTS		
37	SOUTH DADE SHS		2450 student population (Estimated)	$	
	28401 SW 167TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI-DADE, FL 33030		CONTAINING APPROVED PRODUCTS		
38	HIALEAH GARDENS SHS - S/S JJJ		960 student population (Estimated) NEW SCHOOL	$	
	11700 HIALEAH GARDENS BLVD		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	HIALEAH GARDENS, FL 33018		CONTAINING APPROVED PRODUCTS		
39	WESTLAND HIALEAH SHS		1241 student population (Estimated) NEW SCHOOL	$	
	4000 WEST 18TH AVENUE		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	HIALEAH, FL 33012		CONTAINING APPROVED PRODUCTS		
40	S/S "QQQ1"		2450 student population (Estimated) TO OPEN 2009-10 School Yr.	$	
	2601 NE 151 STREET		2 VENDING MACHINES IN DESIGNATED AREA(S)		
	MIAMI, FL 33160		CONTAINING APPROVED PRODUCTS		

Miami-Dade County Public Schools (M-DCPS) Bid Proposal Form - FORMAT B

BID NUMBER 093-JJ03 FROZEN ICE CREAM AND DESERT VENDING PROGRAM BUYER: R. JOHNSON

Bid sheet must be received at SBAB Rm.351 no later than 2:00 PM on the bid opening date.

BIDDERS SHOULD MAKE EVERY EFFORT TO FURNISH ALL INFORMATION REQUESTED BELOW FOR WHICH A BID IS SUBMITTED.

PLEASE COMPLETE ALL SHADED AREAS: If writing in information, use ink or black ribbon to fill in areas on this Excel worksheet. WHEN USING A COMPUTER, TYPE IN THE COLORED BOXES. Please submit a Floppy Disk, CD-ROM, etc. IN ADDITION TO A PRINTED COPY WITH THE BID SUBMISSION.

BIDDER: **ENTER BUSINESS NAME HERE >>>**

SNACK / FOOD MERCHANDISER

PLEASE COMPLETE INFORMATION REQUESTED ON DATA SUBMISSION FORM

SERVICE AND MAINTENANCE CONTACT INFORMATION:		SITE LOCATIONS:
NAME:		
TITLE:		
PHONE NUMBER:		
FAX NUMBER:		
E-MAIL ADDRESS:		

SERVICE AND MAINTENANCE CONTACT INFORMATION:		SITE LOCATIONS:
NAME:		
TITLE:		
PHONE NUMBER:		
FAX NUMBER:		
E-MAIL ADDRESS:		

SERVICE AND MAINTENANCE CONTACT INFORMATION:		SITE LOCATIONS:
NAME:		
TITLE:		
PHONE NUMBER:		
FAX NUMBER:		
E-MAIL ADDRESS:		

SERVICE AND MAINTENANCE CONTACT INFORMATION:		SITE LOCATIONS:
NAME:		
TITLE:		
PHONE NUMBER:		
FAX NUMBER:		
E-MAIL ADDRESS:		

SERVICE AND MAINTENANCE CONTACT INFORMATION:		SITE LOCATIONS:
NAME:		
TITLE:		
PHONE NUMBER:		
FAX NUMBER:		
E-MAIL ADDRESS:		

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Instructions for Certification

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

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

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

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

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

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

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

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

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

U. S. DEPARTMENT OF AGRICULTURE FORM

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employees in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee would:

(1) Abide by the terms of the statement; and

B. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employees in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee would:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace so later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satiLEActorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency;

(g) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Organization Name Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

INSTRUCTIONS FOR CERTIFICATION
DRUG FREE WORK PLACE ACT OF 1988

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award. If there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   - **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   - **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   - **Criminal drug statute** means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means, the employee of a grantee directly engaged in the performance of work under a grant, including (1) all "direct charges" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personal and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent vendors not on the grantee's payroll; or employees of subrecipients or subvendors in covered workplaces). Form AD-1049 (REV 5/2006)

End of Drug Free Workplace Form. (three pages)

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.: 093-JJ03

BID TITLE: FROZEN ICE CREAM AND DESERT VENDING PROGRAM

BID OPENING DATE: June 18, 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