

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

1450 Northeast Second Avenue
Miami, Florida 33132



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

BUYER NAMED:
PHILLIP FORD
PHONE: (305) 995-2361
TDD PHONE (305) 995-2400

COMPLETE USING
TYPEWRITER
OR
BALL-POINT PEN
ONLY.

BIDDER QUALIFICATION FORM

BID NO. 137-CC03 BID TITLE SMOKED SAUSAGE, A LA CARTE

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON SEPTEMBER 18, 2003 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 BIDS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO
BIDDERS, para.IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL
CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO
OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)

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

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

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the 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,
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 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.

III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond _____ Check (Cashier's, Certified, or Equal) _____

PLEASE TYPE OR PRINT BELOW

LEGAL NAME OF VENDOR : _____
MAILING ADDRESS : _____
CITY, STATE, ZIP CODE : _____
TELEPHONE NUMBER : _____ FAX # _____
BY: SIGNATURE (ORIGINAL) : _____ DATE _____
OF AUTHORIZED REPRESENTATIVE
NAME (TYPED) : _____ TITLE _____
OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS TO BIDDERS

I. PREPARING OF BIDS

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

1. PERFORMANCE SECURITY. The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.

B. INSTRUCTIONS TO BIDDERS define conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. FOR MAUBE designated bids. The **SPECIAL CONDITIONS-Minority/ Women owned and controlled Business Participation Statement** and the **MAUBE 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 IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § 120.569 and 120.57, Fla., Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla., Stat., must be filed in accordance with School Board Rule 6Gxd3-BC-1.06d. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

3. PRICES. Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unboxed at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

4. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

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

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

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

C. The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid he/she shall do so in writing. This communication is to be received by the District Director, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or
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. AWARDS

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

B. AWARD RECOMMENDATION. Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-4375, each Friday, to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of § 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to § 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

C. OFFICIAL AWARD DATE. Awards become official when made unless otherwise specified in the award recommendation.

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

E. DEFAULT. In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded, times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board.

Bidders who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

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

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

VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible 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 \$100,000

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

Contract Amount	Minimum Rating by AM. 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 \$100,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

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

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

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

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of 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.

VII. SAMPLES.

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

A. All samples must be identified with the 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: (305) 995-3290

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

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

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

G. EVALUATION AND TEST RESULTS. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

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

IX. PACKAGING

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

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

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDORS NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

X. PURCHASES BY OTHER PUBLIC AGENCIES.

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

XI. RECYCLING REQUIREMENTS.

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

XII. ENVIRONMENTAL PRODUCTS.

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

XIII. DELIVERY AND BILLING

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

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

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, 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 the invoice | |

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

XIV. NO GRATUITY POLICY.

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

XV. COMPLIANCE WITH FEDERAL REGULATIONS

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(f) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board) or subgrantee makes final payment.

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

XVI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

I. PREPARING OF BIDS

A. BIDDERS RESPONSIBILITY. Each bidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

II. AWARDS

A. BASIS FOR AWARDS. The awards of all items on this bid will be made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida/HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

III. NEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flager Street, Miami, FL 33144, Telephone: (305) 995-3230.

IV. USAGE REPORTS. The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flager Street, Miami, FL 33144.

V. INSURANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

VII. NUTRIENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

VIII. 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. DELIVERED PRODUCTS. All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

D. SUBCONTRACTING DELIVERY. The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) [awardees].

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

INSTRUCTIONS TO BIDDERS

CONE OF SILENCE

DEFINITION

A. Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor' representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

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

B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. The Cone of Silence shall be terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative:

1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
2. from engaging in contract negotiations during any duly noticed public meeting;
3. from making a public presentation to the School Board during any duly noticed public meeting; or
4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

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

E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.

F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

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>

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 #137-CC03.

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, 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 Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. **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 certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

"The School Board of Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Worker's Compensation Insurance.

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

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

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

or

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

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

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

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

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

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

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 137-CC03	BUYER PHILLIP FORD	PAGE SC 1
BID TITLE: SMOKED SAUSAGE, A LA CARTE		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract at firm unit prices for the purchase of estimated requirements for the items listed. The term of the bid shall be for eighteen (18) months from date of award, and may, by mutual agreement between the School Board of Miami-Dade County, Florida and the awardee(s), be extended for three (3) additional one-year periods and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering extending contract, request a letter of intent to extend from the awardee(s) prior to the end of the current contract period. The awardee(s) will be notified of the extension period. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

2. **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. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.

3. **AWARD:** To be considered for award, bids must be based upon the conditions and specifications contained herein. Award will be based upon vendor(s) meeting specifications and when the cost is within the acceptable cost range for that item, as determined by the Department of Food and Nutrition. The awardee shall be the sole supplier of items awarded in this bid, and shall fulfill all terms of the contract. Items awarded on this bid are ordered at the discretion of each school principal and/or food service manager.

Awards of items using USDA D/F commodities are made conditional to the successful bidder submitting with the bid a current copy of either the commodity processing contract approved by the State of Florida/HRS or national commodity processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

Only items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the USA, all foreign products must be submitted as an alternate and specify country of origin. All foreign products must be inspected for wholesomeness, as well as grades and origin of product must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 137-CC03	BUYER PHILLIP FORD	PAGE SC 2
BID TITLE: SMOKED SAUSAGE, A LA CARTE		

SPECIAL CONDITIONS (CONTINUED)

4. DELIVERY:

- A. Successful bidder must have items available for delivery as scheduled by the School Board. These deliveries will be made by the awarded vendor directly to the approved schools listed on this bid.
- B. All items shall be stored and delivered in refrigerated trucks to insure required temperatures are maintained.

5. **SAMPLES:** Vendor(s) bidding an alternate brand(s), for items where "or equal" is stated, is required to submit samples, no later than the date and time of the scheduled bid opening, in the quantities stipulated for each item. Samples shall be identical to the items that will be delivered. Each lot of samples shall be identified with (1) vendor's name, (2) bid number, (3) bid item number, (4) product name and number and (5) grade or size. Samples shall be submitted to:

The School Board of Miami-Dade County, Florida
 Department of Food and Nutrition
 c/o Production and Planning Coordinator
 7042 West Flagler Street
 Miami, Florida 33144

Each sample is to be marked as specified before arrival to The Department of Food and Nutrition. No marking of samples will be permitted at the Test Kitchen/Department of Materials Testing and Evaluation. All information will be entered on a receiving report. Bidder must obtain from the Department of Materials Testing and Evaluation (or the department specified) 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. Any formulas, letters or other communication shall be attached to the bid for inclusion as part of the vendor's bid.

Bid will not be considered for award for those items where samples are required for evaluation purposes and are not submitted by the stated sample due date and time.

Payment for samples: The Board will not purchase any samples, nor assume any related incidental cost.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 137-CC03	BUYER PHILLIP FORD	PAGE SC 3
-----------------	-----------------------	--------------

BID TITLE:
SMOKED SAUSAGE, A LA CARTE

SPECIAL CONDITIONS (CONTINUED)

6. **EVALUATION OF SAMPLES:** Sample(s), identified to the committee by code numbers established by the Department of Materials Testing and Evaluation, will be opened and evaluated for acceptability by a committee of food service personnel, Miami-Dade County Public Schools administrators and/or students. Depending on the type of product being considered, the samples will be evaluated by the committee using the most appropriate of the methods described below:
 - I. Each committee member will evaluate each item and will be tested/evaluated on the following criteria:
 Flavor, appearance, texture and nutritional quality. Each bid item may receive a total possible score of 100 by each committee member. Each committee member is to indicate his/her score under each factor on an evaluation score sheet. After testing and evaluation are completed on all items, each individual score sheet will be tabulated by the Department of Materials Testing and Evaluation. For a product to be acceptable it must score an average of 70 or more. (Highest and lowest scores will not be considered in calculating the average). Products resulting in an average below 70 will not be acceptable and will be eliminated.
 - II. Each committee member will evaluate each item which may be tested/evaluated according to the bid specifications for the product that may include: net weight, package size, case count, type of packaging, and other product descriptions specified in this bid. For a product to be acceptable it must meet the written specifications listed for the particular bid item.
7. **NUTRIENT DATA SUBMISSION FORM:** Successful vendors are requested to complete and submit a Nutrient Data Submission form to assist in the gathering of nutrient information. Copies of Nutrient Data Submission forms are included for vendor information.
8. **DELIVERED PRODUCTS:** All products delivered shall be identical to the samples submitted for evaluation and as awarded to successful vendor(s).
9. **NON-BID ITEMS:** The successful vendor will not be authorized to sell and/or deliver any item not listed in this bid.
10. **EXCESS OF AUTHORIZED PURCHASE AMOUNT:** Deliveries in excess of authorized purchased amount will be unauthorized, and may not be approved for payment.
11. **BIDDER'S RESPONSIBILITY:** Each bidder shall carefully examine the Instructions To Bidders, Specifications and Special Conditions where listed, and the list of schools to be served. It shall be the responsibility of the bidder(s) to be fully informed as to the number and geographic location of schools. This will be of vital importance to assure the required scheduled deliveries.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 137-CC03	BUYER PHILLIP FORD	PAGE SC 4
BID TITLE: SMOKED SAUSAGE, A LA CARTE		

SPECIAL CONDITIONS (CONTINUED)

12. **APPROVED SCHOOL LOCATIONS:** Only those school locations listed in this bid will be permitted to place orders and receive items awarded on this bid.
13. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement Management Services website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement Management Services website, which list all bids, addendums, and award information, is as follows:
<http://procurement.dadeschools.net/bidsol.htm>
14. **USAGE REPORTS:** The successful vendor(s) is required to submit a monthly usage report, listing the total delivery quantities of each item delivered to each school. This report shall be directed to The School Board of Miami-Dade County, Florida, Department of Food and Nutrition, 7042 West Flagler Street, Miami, Florida 33144. This usage report is in addition to the statement described in the attached Food Service Accounting Specifications.
15. **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 is 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.
16. **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 vendor(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 vendor(s) not be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>
17. **INVOICING:** The successful vendor(s) shall be required to follow the attached Food Service Accounting Specifications procedure for handling delivery tickets, invoices and statements, whenever deliveries are made directly to each school location. All invoices and statements are submitted directly to the Accounts Payable Department and not to the Department of Food and Nutrition.
18. **PAYMENT TERMS:** Payment for goods and services other than construction services is, 45 days from date of invoice. Vendors may invoke Florida Statute 218.70 and 218.74, provided payment has not been made on a timely basis.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID 137-CC03	BUYER PHILLIP FORD	PAGE SC 5
-----------------	-----------------------	--------------

BID TITLE:
SMOKED SAUSAGE, A LA CARTE

SPECIAL CONDITIONS (CONTINUED)

19. **U.S.D.A CERTIFICATION DOCUMENT:** Each vendor is required to complete and submit with their bid the U.S. Department of Agriculture Certification Form AD-1048 contained herein. Failure to do so may result in the vendors bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form.
20. **IINSURANCE REQUIREMENTS:** Successful vendor(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 vendor(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 vendor(s) not being recommended for the bid award.
21. **CONE OF SILENCE:** A CONE OF SILENCE IS APPLICABLE TO THIS COMPETITIVE SOLICITATION. ANY INQUIRY, CLARIFICATION OR INFORMATION REGARDING THIS QUOTE MUST BE REQUESTED IN WRITING BY FAX OR E-MAIL TO:

MR. PHILLIP FORD, BUYER
 PROCUREMENT MANAGEMENT SERVICES
 FAX #305-523-3362
 E-MAIL: PFORD@SBAB.DADE.K12.FL.US

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

ILEANA MARTINEZ, SCHOOL BOARD CLERK
 MIAMI-DADE COUNTY PUBLIC SCHOOLS
 1450 N.E. 2ND AVENUE, ROOM 268B
 MIAMI, FLORIDA 33132
 FAX #305-995-1448
 E-MAIL: MARTINEZ@DADESCHOOLS.NET

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

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

The School Board of Miami-Dade County, Florida
 Smoked Sausage, A La Carte
 Bid #137-CC03

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid #: 137-CC03
Title: SMOKED SAUSAGE, A LA CARTE
Buyer: Phillip Ford

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY.	UNIT	PRICE PER UNIT	
	<p>VENDOR TO USE INK OR TYPEWRITER USING BLACK RIBBON WHEN FILLING OUT THIS BID.</p> <p>THE SCHOOL BOARD MAY AWARD EITHER ITEMS 1 OR 1A. VENDORS ARE ENCOURAGED TO BID ON BOTH SECTIONS.</p> <p>NOTE: ITEM 1 - DELIVERY TO INDIVIDUAL SCHOOL SITE LOCATIONS. PORTION COST WILL BE UTILIZED IN DETERMINING THE LOW BID MEETING SPECIFICATIONS.</p>				<p>PLEASE COMPLETE ALL AREAS IN THIS COLUMN.</p>
1 9999	<p>SMOKED SAUSAGE, BEEF: ALL BEEF SAUSAGE WITH SMOKE FLAVORING, MINIMUM 8-9 INCHES LENGTH. EACH SAUSAGE TO WEIGH A MINIMUM OF 5 OUNCES EACH WITH LITTLE SHRINKAGE AFTER COOKING. PRODUCT PACKED APPROX. 10 POUNDS PER CASE. AVERAGE OF 29-32 PORTIONS PER CASE. PRODUCT MUST BE INSPECTED FOR WHOLESOMENESS EITHER UNDER REGULATION BY THE STATE OF FLORIDA OR THE USDA. PRODUCT TO BE PRODUCED IN A CLEAN AND SANITARY MANNER AND PLANT MUST BE INSPECTED BY THE DADE COUNTY HEALTH DEPARTMENT. VENDOR TO INDICATE IF PRODUCT IS FRESH OR FROZEN.</p> <p>APPROVED BRANDS: GARCIA SMOKED BEEF SAUSAGE, BRYAN 23100.</p> <p>SAMPLES: VENDORS BIDDING ON OTHER THAN THE APPROVED BRANDS ARE TO SUBMIT ONE (1) CASE FOR TESTING AND EVALUATION</p>	3,708	CASES	\$ _____ PER CASE DELIVERED TO SCHOOLS	<p>BRAND: _____</p> <p>PRODUCT#: _____</p> <p>NET CASE WEIGHT: _____</p> <p>PORTIONS PER CASE: _____</p> <p>PORTION COST _____</p> <p>IS PRODUCT FRESH OR FROZEN? _____</p> <p>DELIVERY CAN BE MADE TO ALL LOCATIONS LISTED IN THIS BID. YES _____ NO _____</p> <p>IF NO, VENDOR(S) MUST LIST SCHOOLS WHICH DELIVERIES CAN BE MADE.</p>

**BID #137 - CC03
SMOKED SAUSAGE, A LA CARTE**

APPROVED SCHOOL LOCATIONS

LISTED BELOW ARE THE ***SENIOR HIGH SCHOOL LOCATIONS*** WHICH MAY PARTICIPATE. PARTICIPATION IS AT THE DISCRETION OF EACH FOOD SERVICE MANAGER. ITEMS ARE APPROVED FOR A LA CARTE SALES ONLY, AND ARE NOT REQUIRED BY ANY SCHOOL LISTED BELOW. UNLESS OTHERWISE STATED BY THE DEPARTMENT OF FOOD AND NUTRITION, ORDERS **MUST NOT** BE ACCEPTED BY ANY OTHER LOCATION/CAFETERIA NOT LISTED BELOW.

AMERICAN SENIOR (558-8381)

18350 N.W. 67 AVE., MIAMI, FL 33015
HELEN BAKER

MIAMI SENIOR (642-5757)

2450 S.W. 1ST ST., MIAMI, FL 33135
NEREIDA MARRERO

HOLMES BRADDOCK SENIOR (220-1321)

3601 S.W. 147 AVE., MIAMI, FL 33185
DEBORAH BUECHEL

MIAMI SOUTHRIDGE SENIOR (251-3320)

19355 S.W. 114 AVE., MIAMI FL 33157
ELIZABETH GERMANN

CORAL GABLES SENIOR (443-5438)

450 BIRD ROAD, CORAL GABLES, FL 33146
ANITA HORTON

MIAMI SPRINGS SENIOR (885-3182)

751 DOVE AVE., MIAMI SPRINGS, FL 33166
RAQUEL BRANAS

HIALEAH MIAMI LAKES SR. (823-9471)

7977 W. 12 AVE., HIALEAH, FL 33014
STEPHANIE J. LEDROUX

MIAMI SUNSET SENIOR (385-1505)

13125 S.W. 72 ST., MIAMI, FL 33183
T.B.A.

HOMESTEAD SENIOR (245-0120)

2351 S.E. 12 AVE., HOMESTEAD, FL 33034
MICHELLE PERKINS

NORTH MIAMI BEACH SENIOR (949-8381)

1247 N.E. 167TH ST., N.M.B., FL 33162
GERTRUDE LAWRENCE

MIAMI BEACH SENIOR (534-9565)

2231 PRAIRIE AVE., MIAMI BEACH, FL 33141
EARNESTINE ROSS

NORTH MIAMI SENIOR (891-5899)

800 N.E. 137 ST., NORTH MIAMI, FL 33161
NACHELLE WILLIAMS

MIAMI CAROL CITY SENIOR (624-8721)

3422 N.W. 187 ST., OPA LOCKA, 33056
CARLOS SANDS

MAC ARTHUR, DOUGLAS SR. NO. (826-1340)

13850 N.W. 97 AVE., MIAMI, FL 33014
HILDA GONZALEZ

MIAMI CENTRAL SENIOR (696-4062)

1781 N.W. 95 ST., MIAMI, FL 33147
WILLIE M. BOHAN

MAC ARTHUR, DOUGLAS SR. SO. (279-9488)

11035 S.W. 84 ST., MIAMI, FL 33173
JULIA GRANT

MIAMI CORAL PARK SENIOR (223-6811)

8865 S.W. 16 ST., MIAMI, FL 33165
ANNA DAVIS

SOUTH DADE SENIOR (248-3224)

28401 S.W. 167 AVE., HMSTD, FL 33030
DONNA BEASLEY

MIAMI EDISON SENIOR (751-1343)

6161 N.W. 5 CT., MIAMI, FL 33127
EFFIE WILLIAMS

SOUTH MIAMI SENIOR (666-5468)

6856 S.W. 53 ST., MIAMI, FL 33155
RITA MORIN

MIAMI JACKSON SENIOR (634-9848)

1751 N.W. 36 ST., MIAMI, FL 33142
LELIA DEVEAUX

SOUTHWEST MIAMI SENIOR (274-4852)

8855 S.W. 50 TERR., MIAMI, FL 33165
MAXINE PLUMMER

MIAMI KILLIAN SENIOR (270-0529)

10655 S.W. 97 AVE., MIAMI, FL 33176
ESTRELLA MOLINA

DESIGN & ARCHITECTURE SENIOR (573-2490)

4001 N.E. 2 AVE., MIAMI, FL 33137
EMILY SANES

MIAMI NORLAND SENIOR (653-3636)
1050 N.W. 195 ST., MIAMI, FL 33169
DAISY MCDUFFIE

MIAMI NORTHWESTERN SENIOR (836-0911)
7077 N.W. 12 AVE., MIAMI, FL 33150
PATRICIA ROBERTSON

MIAMI PALMETTO SENIOR (235-3020)
7460 S.W. 118 ST., MIAMI, FL 33156
ZELLA JOHNSON

CORAL REEF SENIOR HIGH (232-2044)
10101 S.W 152 STREET, MIAMI, FL 33157

WILLIAM TURNER VOCATIONAL TECH.
10151 N.W. 19TH AVE., MIAMI, FL 33147
EMMA ISIDORE

BARBARA GOLEMAN SENIOR (362-0293)
14100 N.W. 89 AVE., MIAMI, FL 33016
PEGGY MILLER

DR. MICHAEL M. KROP SENIOR (652-6808)
1410 N.E. 215 STREET, MIAMI, FL 33179

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BID NO. 137-CC03

FOOD ITEMS: FROZEN AND REFRIGERATED

FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, INVOICES AND STATEMENTS

MIAMI-DADE COUNTY SCHOOL LUNCHROOMS ARE OPERATED UNDER A CENTRAL SYSTEM. INVOICES FOR THE PURCHASES OF FOOD AND MISCELLANEOUS SUPPLIES MADE BY LUNCHROOMS UNDER THE CENTRAL SYSTEM ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT-FOOD SERVICE SECTION.

TO FACILITATE THE HANDLING OF THESE INVOICES:

IT IS MOST IMPORTANT FOR ALL VENDORS TO ADHERE TO THE FOLLOWING INSTRUCTIONS:

1. THE ORIGINAL PURCHASE ORDER NUMBER AND THE WORK LOCATION FOR EACH SCHOOL MUST BE LISTED ON EACH INVOICE. THE SUCCESSFUL VENDOR WILL RECEIVE A LIST OF THE CENTRALIZED CAFETERIAS WITH CODE NUMBERS. (THIS LIST MAY BE REVISED AS CHANGES OF BASES AND SATELLITES OCCUR).
2. ALL ITEMS ON DELIVERY TICKETS MUST BE BILLED ACCORDING TO DESCRIPTION OF ITEM QUOTED ON BID. UNIT PRICES FOR ALL ITEMS SHALL BE RECORDED AND ACCURATELY EXTENDED.
3. VENDOR MUST ISSUE TICKETS AND CREDIT MEMOS IN QUADRUPPLICATE AND ALL FOUR (4) COPIES MUST BE SIGNED BY THE CAFETERIA MANAGER AS FOLLOWS:
 - (A) TWO (2) COPIES LEFT WITH MANAGER AT TIME OF DELIVERY
 - (B) TWO (2) TO BE RETURNED TO THE VENDOR.
 - (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS WITH ONE SIGNED DELIVERY TICKET ATTACHED, DIRECT TO FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. ALL TICKET SUPPORTING WEEKLY STATEMENTS MUST BE IN EXACT AGREEMENT WITH COPY OF DELIVERY TICKETS LEFT WITH MANAGER. IF, FOR ANY REASON, IT IS NECESSARY TO MAKE A CHANGE ON A DELIVERY TICKET, MAKE ADDITIONAL CHARGE OR CREDIT MEMO.
4. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY DRIVER ON ALL FOUR (4) COPIES OF DELIVERY OR PICKUP TICKETS.
 - (A) TWO (2) COPIES LEFT WITH THE MANAGER AT TIME OF PICKUP.
 - (B) TWO (2) COPIES TO RETURNED TO VENDOR WITH MANAGERS SIGNATURE.
 - (C) THE VENDOR SHALL FORWARD WEEKLY STATEMENTS WITH ONE SIGNED DELIVERY TICKET ATTACHED. DIRECT TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT. ALL TICKET SUPPORTING WEEKLY STATEMENTS MUST BE IN EXACT AGREEMENT WITH COPY OF DELIVERY TICKET. MAKE ADDITIONAL CHARGE OR CREDIT MEMO.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BID NO. 137-CC03

FOOD ITEMS: FROZEN AND REFRIGERATED

FOOD SERVICE ACCOUNTING SPECIFICATIONS (*CONTINUED*)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
ACCOUNTS PAYABLE DEPARTMENT
FOOD SERVICE DIVISION
P.O. BOX 01-2570
MIAMI, FLORIDA 33101**

DO NOT MAIL STATEMENT TO INDIVIDUAL SCHOOL LUNCHROOMS

INVOICES FOR PURCHASES MADE BY PARENT TEACHER ASSOCIATION SHOULD NOT BE INCLUDED ON STATEMENTS SENT TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT, BUT SHOULD BE MAILED TO THE SCHOOL IN CARE OF THE P.T.A.

MAIL ALL STATEMENTS TO:

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
ACCOUNTS PAYABLE DEPARTMENT
FOOD SERVICE DIVISION
P.O. BOX 01-2570
MIAMI, FLORIDA 33101**

- 5. PAYMENT FOR GOODS AND SERVICES OTHER THAN CONSTRUCTION SERVICES IS 45 DAYS FROM DATE OF INVOICE. VENDORS MAY INVOKE FLORIDA STATE STATUE 218.70 AND 218.74, PROVIDED PAYMENT HAS NOT BEEN MADE ON A TIMELY BASIS.**

BID NO.137-CC03 – SMOKED SAUSAGE A LA CARTE

Submission of Nutrient Data*
to the School District from
the Food Manufacturer

Instructions

A value must be submitted for each required nutrient per serving, edible portion, in the unit of measure indicated, and to the number of decimal places indicated on the form. If a food item does not contain a specific nutrient, enter zero. Do not leave any spaces blank on the data submission form. If any required nutrient values are missing, the food product can not be entered into the local database.

Nutrient data are to be submitted on the "as served" basis for any food that does not have ingredients added in preparation of fat absorbed during preparation.

Nutrient data are to be submitted on the 'as purchased' basis for 1) any foods that have ingredients added in preparation, such as milk, eggs, and oil added to baked product mixes; 2) foods that have varying preparation methods, i.e., bake or fry; 3) foods that are prepared by frying; and 4) any food that gains or loses moisture during preparation. Additional data are required for "as purchased" nutrient data submissions.

If a food item gains or loses fat during preparation, provide the percentage of fat gain or loss when the product is prepared.

_____ +/- change.

Secondly, if a food item gains or loses moisture during preparation, provide the percentage of moisture gain or loss when the product is prepared.

_____ +/- moisture change.

Fat may be gained or lost in cooking some foods, thereby changing the caloric value of food. Methods of preparation such as breading, frying or baking, affect this fat gain or loss. For example, chicken baked in the oven will lose fat during cooking, while batter-coated or breaded chicken that is deepfried will gain fat during cooking. If fat is absorbed or gained, calories will be increased. If fat is lost, calories will be decreased. In recipes where a fat gain or loss occurs, the fat changes are limited to those ingredients that are cooked together. For example, a fat gain occurs in deep-frying of French fries because fat is absorbed by the ingredients in the food item. Fat is lost from a broiled hamburger patty in which the fat has been drained.

This information will be used to develop and analyze the nutritional content of the recipe and will allow each school district to prepare the food products according to regional preference.

* Do not submit this data to the USDA National Nutrient Database-Child Nutrition Program.

BID NO.137-CC03 – SMOKED SAUSAGE A LA CARTE

To submit to the National Database - phone (301)436-3536 and request the official data form.

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

Is this an enriched or fortified Product(s) ___ Yes ___ No

If your products are enriched or fortified. indicate which of the following applies and reference:

- ___ 1. Standard of Identity Of Standard of Enrichment Issued by FDA or FSIS.
- ___ 2. USDA Purchase specification for a donated commodity food.
- ___ 3. Standard for an Alternate food for Meals excluding formulated grain/fruit product.
- ___ 4. A breakfast cereal available on the commercial market.
- ___ 5. None of the above.

What source of nutrient data was used to calculate the nutrient analysis?

- ___ 1. Laboratory Analysis (Analytical)
- ___ 2. Handbook 8 Calculations (Calculated).
- ___ 3. Combination of 1 and 2 (Analytical and Calculated)
- ___ 4. Other, please specify, _____

This data submission form is form is for Local School Food Service use only. Do not submit this form to the National Nutrient Database. Contact USDA at (301) 436-3536 to receive official National Nutrient Database submission forms.

BID NO.137-CC03 – SMOKED SAUSAGE A LA CARTE

DATA SUBMISSION FORM

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

“AS SERVED” basis _____ “AS PURCHASED” basis _____

Brand Name _____

Product Code _____

CN Label Number _____

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

Standard Serving: _____

Number of servings per package: _____

Weight per serving: _____ grams

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

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

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

BID NO.137-CC03 – SMOKED SAUSAGE A LA CARTE

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

RETURN THIS FORM VIA MAIL OR FAX:

U-S. Department of Agriculture

Human Nutrition Information Service

NNDB-CNP, Rm. 317

6505 Belcrest Road

Hyattsville, Md. 20782

FAX (301) 436-5643

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

Name _____

Title _____

Company _____

Mailing Address _____

City State Zip Code

Telephone Number _____

Fax Number _____

INSTRUCTIONS FOR CERTIFICATION

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.

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.

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.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "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.

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 which 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.

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 transactions and in all solicitations for lower tier covered transactions.

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 Non-procurement List.

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.

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

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549 Debarment and Suspensions, 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 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
Name

PR/Award Number of Project

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

Signature(s)

Date