



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID**

SEALED BID NO: ITB-14-036-AC

TITLE: Fresh Produce

DESCRIPTION: The purpose of this Invitation to bid is to secure the best competitive prices for fresh, high quality, seasonal and local, Florida produce (to the maximum extent possible) for the Miami-Dade County Public Schools (M-DCPS).

TERMS: One (1) year initial term, with four (4) one (1) year options to renew.

ITB RELEASE DATE: Tuesday, April 21, 2015

PRE-BIDDERS CONFERENCE DATE/TIME: Monday, May 4, 2015 at 9 a.m. EST

PRE-BID CONFERENCE LOCATION: Miami-Dade County Public Schools
School Board Administration Building,
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

DEADLINE FOR QUESTIONS: Monday, May 4, 2015 at 5 p.m. EST

BID DUE DATE/TIME: Tuesday, May 12, 2015, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Tuesday, May 12, 2015, at 2 p.m. EST

BID OPENING LOCATION: Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

FOR INFORMATION CONTACT: Adenia L. Clark
Buyer
Phone: (305) 995-1613
Fax: (305) 523-4991
Email: aclark@dadeschools.net

Visit our website at procurement.dadeschools.net to download a bidder registration package. The website also displays Bids, ITBs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board-approved Procurement/Purchasing Regulations.

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SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools (“M-DCPS”) is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of M-DCPS are as follows:

VISION

We are committed to provide educational excellence for all.

MISSION

We provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

CORE VALUES

Excellence

We pursue the highest standards in academic achievement and organizational performance.

Integrity

We build positive relationships through honesty, respect and compassion, which enhance the self-esteem, safety, and well-being of our students, families and staff.

Equity

We foster an environment that serves all students and aspires to eliminate the achievement gap.

Citizenship

We honor the diversity of our community by working as a team, to ensure the educational success of all of our students and recognize that our obligations go beyond our professional responsibilities to promote democratic principles.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking bids from qualified firms for the purchase of fresh produce items. The selected bidders will be awarded a one (1) year agreement, with four (4) one-year options to renew at the District’s sole discretion.

1.3 ITB TIMETABLE

The anticipated schedule for this ITB and contract approval is as follows:

ITB available for distribution:	Tuesday, April 21, 2015
Pre-Bid Conference date, time and place:	Monday, May 4, 2015 at 9 a.m. EST Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Monday, May 4, 2015 at 5 p.m. EST No later than 5:00 p.m. (Local Time) Emailed to Buyer (See Section 1.4)
Deadline for receipt of Bids:	Tuesday, May 12, 2015, at 2 p.m. EST No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	July 15, 2015
Projected Contract start date:	July 15, 2015

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Adenia Clark Buyer
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	alclark@dadeschools.net (305) 995-1613
Fax:	(305) 523-4991

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this ITB is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

1.5 CONE OF SILENCE

As stated within School Board Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Proposals (RFP), Invitation To Bid (ITB), or other competitive solicitation between:

1. Any person who seeks an award there from, including a potential bidder or bidder's representative; and
2. Any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "bidder's representative" means an employee, partner, director, or officer of a potential bidder or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a bidder, or any other individual acting through or on behalf of any person seeking an award.

A Cone of Silence shall be applicable to each ITB, 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 any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The School Board policy may be accessed at: dadeschools.net/schoolboard/rules/

1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Adenia Clark, Buyer, alclark@dadeschools.net. Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of one (1) year with four (4) successive options to renew of one-year each, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

1.9 BID SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **One (1) bound copy of the original proposal.**
- **One (1) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this ITB Timetable**. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

**Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Adenia Clark
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3**. Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Bidder, who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a proposal by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable** (see **Section 1.3**). **Attendance is highly recommended but not mandatory.**

1.11 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITB, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.3**). The request must contain the ITB number and title, Bidder's name, name of Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described in **Section 1.4**.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any written amendments to this ITB. Where there appears to be conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

Bidders who obtain copies of this ITB from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments, since their names will not have been included on the Bidder List for this particular ITB. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this ITB.

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1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this ITB. **The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

Bidders certified as an SBE/MBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact the OEO for additional information. A current list of certified SBE/MBEs can be found online at www.oeo.dadeschools.net or by contacting the Office of Economic Opportunity at (305) 995-1307.

1.15 LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the bidder has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, bidders must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A bidder who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy **6320.04**.

PROCESS:

Invitation To Bid:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local bidder(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local bidder, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in school board Policy 6320.

Bidders claiming local bidder preference must submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of their business license with their response.

The School Board Policy may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION

All proposals received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered.

1.18 ITB POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

1.19 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail.

a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see Sections 4.0 and 4.1.

Exhibit 1	Cover Page for Invitation to Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	US Department of Agriculture Form 1048
Exhibit 9	Food Service Accounting Specifications

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

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1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.23 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this ITB.

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

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 procurement.dadeschools.net

Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. 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.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6320. 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 bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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 Florida

Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

1.25 NOTICE OF AWARDS

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder 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. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Bidder 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 Policy 6320.

1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

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 bidder certifies, by signing the proposal, that the bidder 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 bidder shall immediately notify Procurement Management Services, in writing. Bidders 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.

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 bidder.

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM. The Status Verification System, also referred to as "E-verify", only applies to construction and professional services contracts using federal funds.

Each Offerer and each duly authorized person signing on behalf of any Offerer certifies as to its own entity, under penalty of perjury, that the named Offerer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.28 BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Bidder agrees that, if Bidder receives remuneration for services, Bidder and all of its employees who provide or may provide services under this Agreement 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 policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Bidder 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 policies.

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 Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional 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. Bidder will not be charged for this search. Further, upon obtaining clearance by the Board, if the Board deems necessary, the 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.

Bidder 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. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475, within 48 hours of its occurrence. Bidder 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. Bidder 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. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder 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 Agreement by the Board.

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

1.29 COMPLIANCE WITH SCHOOL CODE

Bidder 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 Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

1.30 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 Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

1.31 PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute § 286.011 and to make available for public inspection and copying any information received in response to an ITB, in accordance with Florida Statute § 119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

1.32 ASSIGNMENT

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

1.33 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

1.34 DEBARMENT

Pursuant to School Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

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1.35 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal 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.

1.36 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 bidders, members of their staffs, or families.

1.37 DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provision of 40 U.S.C. § 276a-§ 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction).

1.38 INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees (“Indemnitees”) from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys’ fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Bidder’s performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons employed or utilized by Bidder’s performance of this Contract. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.39 DUTY TO DEFEND

Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Bidder’s performance under this Contract.

1.40 INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Bidder shall obtain and maintain without interruption the insurance as outlined below. The Bidder agrees to furnish a fully completed certificate of insurance naming The School Board of Miami-Dade County, Florida, as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the

performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 3,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

E. Employee Dishonesty (Fidelity)

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial Crime Coverage Form (ISO CR 00 21) without restrictive endorsements or on a form acceptable to the Board and shall cover Company and Board against loss caused by the dishonesty of employees of Company in connection with the Contract. Coverage will include Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud. The minimum limits shall be:

\$10,000,000 Each Occurrence

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the Company.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance and Professional Liability Insurance.

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the bidder unopened.

1.43 TESTING AND PRODUCT EVALUATIONS

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded bidder must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: <http://materials.dadeschools.net>.

1.44 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, Florida. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

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SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

2.1 GENERAL INFORMATION

The District is seeking bids from qualified firms for the purchase of fresh produce. Bidder(s) must commit to maintaining and enforcing the highest levels of pricing, service, quality and standards for the entire term of this contract and subsequent renewal periods. Award of this bid will be made to the lowest, responsive and responsible bidder(s) meeting or exceeding specifications on each item as indicated in section 3.0 as determined by Procurement Management Services and the Department of Food and Nutrition.

The successful bidder(s) awarded this solicitation are expected to secure the best competitive prices for fresh, high quality, seasonal and local, Florida produce (to the maximum extent possible) for the Miami-Dade County Public Schools (M-DCPS).

The awarded contract resulting from this bid will be non-exclusive.

2.2 SCOPE OF SERVICES

The successful bidder(s) must be prepared to furnish continuous quality service by:

- Having the capacity and capability to deliver to multiple schools within the entire Miami-Dade County School District;
- Delivering fresh produce that meet all specifications listed in this bid by the purchase order due date; and
- Resolving issues that may arise (i.e. delayed shipments, damaged goods, refunds, rebates etc.)

2.2.1 FRESH PRODUCE

This ITB seeks to reinforce collaborative projects that connect schools and local farms to serve locally grown, healthy foods in K-12 school settings, improve student nutrition, educate students about food and health, and support local and regional farmers. Locally grown produce shall be identified and featured on the menu as often as economically and seasonally feasible. The District, through its Department of Food and Nutrition, participates in the Farm-to-School program to encourage consumption of locally grown produce to enhance the freshness and nutritional value of the fresh produce, decrease the transport time (food miles) and fuel costs, and to support the local economy. Locally grown produce is defined as “seasonal produce grown in the State of Florida.” The awarded bidder is to assure the GAP (Good Agricultural Practice) letters are available and on file from all farmers and suppliers.

2.2.2 FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

Upon possible award for the 2015-2016 school year, up to sixty (60) schools may be awarded the USDA Fresh Fruit and Vegetable Grant Program (FFVP). These schools will have a fresh fruit or vegetable snack for every child, three (3) out of five (5) school days for an estimated total of 35,000 servings per day. Special consideration will need to be made for increased delivery scheduled for these sixty (60) schools. Two (2) to three (3) deliveries per week will be required dependent on volume and type of produce items ordered.

The cycle FFVP menu will be an collaboration between M-DCPS Department of Food and Nutrition and the awarded bidder for planning purposes and to solicit suggestions of local, seasonal products and cost effective products. An increased variety of products will be necessary to introduce children to healthy options. Suggestions and recommendations from the awarded bidder on in-season “less common” domestic produce with competitive pricing will be necessary. Carambola (star fruit), blueberries, jicama, bok choy, cherries, dragon fruit, avocado, eggplant, pineapple, and grapefruit are examples of product that we will purchase for this program in addition to the more traditional items. Produce that is individually packaged or ready to eat or single serving size will be utilized in the FFVP due to time constraints to avoid loss of instructional classroom time and labor restrictions, when financially feasible.

In season Florida produce should be offered as often as possible:

- Florida produce in the Fall/Winter months (oranges, grapefruit, tangerines, tangelos, pomelo)
- Florida strawberries in the Winter months
- Florida melon in the late Spring months
- Florida vegetables in season to include but not limited to: tomatoes, squash, salad greens, celery, peppers, potatoes, carrots, green beans, corn, etc.

In season Regional (Georgia, North and South Carolina, Tennessee) and domestic (USA grown) should be offered when Florida locally grown produce is not available.

2.2.3 BUY AMERICAN PROVISION

As a participation sponsor in the USDA’s National School Lunch and School Breakfast Programs, Miami-Dade County Public Schools and Department of Food and Nutrition must adhere to the “Buy American” provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines “domestic commodity or products” as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially, means that a minimum of 51% of the final processed food comes from American produced products. Therefore, items normally not produced in the United States commercially, the bidder should make every effort to purchase domestic products. Items known to the Department of Food and Nutrition to be available as “non-domestic” such as pineapple and bananas should be indicated by

stating “non-domestic OK” in the description.

2.2.4 GEOGRAPHIC PREFERENCE

Origination of the produce must be defined for all produce being supplied to M-DCPS, whether it is from Local (Florida), Regional or Domestic growers. M-DCPS prefers to receive, locally grown (Florida) produce and when possible, produce grown in Miami-Dade County.

2.2.5 APPLICABLE LAWS

All products and deliveries must meet the State Board of Health and Miami-Dade County Health Department specifications and standard.

2.2.6 FACILITIES INSPECTIONS

The District reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective bidder facilities and place of business to determine that the awarded bidder has a regular, bona fide establishment that is presently operating as a produce distribution company and is likely to continue as such. Areas of evaluation by District representatives may include, but are not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.

2.2.7 FOOD SAFETY AND RECALLS

Ensuring the safety of the food supply is critical to the District. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if not in compliance.

Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The awarded bidder shall have a plan and process in place to effectively respond to a food recall which should include the following objective:

1. Provide accurate and immediate communication to the Department of Food and Nutrition office regarding food recalls with additional notification of the District.
2. Recall information must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation.
3. Streamline the process for reimbursement for recalled products.

Product Recall

In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District’s Bid Purchasing Agent

within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

2.2.8 OPPORTUNITY BUYS

This bid will allow for opportunity buys from reputable, certified, local farmers due to seasonal volume, weather considerations, etc. If product is purchased directly from the farmer or cooperative, the distributor may be asked to deliver the locally grown produce.

The bidder shall assume the responsibility of introducing new produce items to M-DCPS Department of Food & Menu Management as well as cost effective alternates to their current choices.

2.2.9 BIDDER QUALIFICATIONS

Bids will only be considered from commercial distributors who meet the qualifications listed in Section 2.2.24. Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service.

The District will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the bidder to perform.

2.2.10 DESIGNATED CONTACT

Bidder shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the contact information including e-mail address and phone number shall be furnished to M-DCPS Department of Food & Menu Management after the award.

2.2.11 STARTUP

The Awarded Bidder's startup period will take place prior to the first order. The Awarded Bidder shall submit a proposed implementation schedule to M-DCPS Director, Food & Menu Management within fifteen (15) days after award, highlighting the steps that will be taken to implement a fully functional distribution account for all school locations. An additional fifteen (15) days will be granted for actual implementation. No more than thirty (30) days will be permitted for the awarded bidder to have fully functional distribution accounts in place of all customers.

2.2.12 ORDERING OF PRODUCTS

During the course of the contract, the District may purchase approximately one-hundred twenty (120) different produce items and pack sizes. Of those, less than 40 items account for the majority of the dollar value of the bid. The Department of Food and Nutrition will provide the awarded bidder with a pre-approved list of items after award of this bid, which can be ordered by the Food Services Managers at all of the production sites. Specific, additional items will also be available to **only** the FFVP schools. The Department of Food and Nutrition will collaborate with the awarded bidder on the FFVP menus which will indicate, in advance, the produce items required. The Department of Food and Nutrition shall purchase produce as listed on the Bid Proposal Form and reserves the right to add or delete items at its discretion. Price, seasonality, quality and locally grown options will be part of the decision process.

All orders will be placed directly to the awarded bidder. Food Services Managers are to place their produce orders on the awarded bidder's "user friendly" on-line ordering system. Training and support must be available to the Food Services Managers. No stipulation will be accepted for minimum orders.

Food Service Managers and/or designee will only be able to order items pre-approved by M-DCPS Food & Menu Management. Any items requested which are not pre-approved by M-DCPS Food & Menu Management will require authorization from M-DCPS Food & Menu Management.

Purchase of Additional Items

M-DCPS Department of Food and Nutrition reserves the authority to add or delete items based on student preference, survey of acceptability and item profitability.

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2.2.13 DELIVERY

Deliveries are to be F.O.B. destination, inside delivery and are to be placed in designated areas as specified by each site Food Services Manager or designee. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the products. Temperatures shall be recorded per Food Safety Plan guidelines upon delivery. Deliveries and services shall meet the standards now in effect at each school and shall always meet the approval of the Department of Food and Nutrition Services Director or designee.

Unless otherwise specified, emergency orders must be same day service. All emergency orders shall be at no additional cost to M-DCPS.

Delivery Schedules

The awarded bidder shall deliver fresh produce weekly to approximately three hundred seventy-eight (378) schools located in Miami-Dade County. Of the three hundred seventy-eight (378) locations, large programs, and the FFVP schools will require additional weekly deliveries as mutually agreed upon by the awarded bidder and the District. Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:30 a.m. and 2:00 p.m., or as otherwise approved by the Department of Food and Nutrition. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day.

Delivery schedules shall be submitted by the awarded bidder to the Department of Food and Nutrition for approval fifteen (15) days prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded bidder shall be submitted to the Department of Food and Nutrition for approval thirty (30) days prior to implementation. The awarded bidder shall be notified in advance of school off-days so that special arrangements can be made for delivery as may be approved by the Department of Food and Nutrition. If an item is omitted from an order by the awarded bidder, or is delivered in unacceptable condition, replacement delivery shall be made within twenty-four (24) hours, or at a longer time span if approved by the Department of Food and Nutrition.

Delivery Accuracy and Product Quality

The awarded bidder is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved bidder. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be U.S. Fancy or U.S. No.1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than five (5) days is not acceptable unless pre-approved as an Opportunity Buy by the Department of Food and Nutrition.

Unauthorized Shipment / Substitution

Unauthorized substitutions and shipments shall be grounds for termination. The successful bidder(s) shall deliver only those items awarded on this bid. In the event of an emergency, the successful bidder(s) must contact the Department of Food and Nutrition and Procurement Management Services for approval to ship any unauthorized items due to a change in product code number, brand, pack change, etc. Unauthorized substitutions and deliveries shall be grounds for termination. Bidders shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board. Refer to Specifications 2.5 for further details on substitutions.

Addition or Deletion of Sites

The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional facility added during the term of this contract will be handled in accordance with the conditions and prices of this contract.

Packaging

All packaging must designate the origin of the produce delivered. For example, Romaine Mix (California), Oranges (Central Florida), etc.

For all items in which split cases can be accommodated, the awarded bidder will not up-charge the units on broken case lots.

To ensure that the truck driver and the Food Service Manager and/or designee properly handle and store items, standard commercial precautionary markings such as "KEEP REFRIGERATED" shall be used on all cases when appropriate.

Inspection

Inspection & delivery of produce will be performed at each location by the Food Service Manager or designee. The inspection can include item identification, count & condition. The delivery ticket will not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the Food Service Manager or designee and the truck driver.

2.2.14 ITEM SUBSTITUTION

Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed with prior approval from the Department of Food and Nutrition. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded bidder is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the Department of Food and Nutrition. **All outages and suggested substitutions must be submitted to the Department of Food and Nutrition a minimum of twenty-four (24) hours prior to delivery.** An excessive occurrence of out-of-stock items may be cause for contract cancellation. The District reserves the right to make brand or product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, or product deficiencies.

2.2.15 ORDERS AND INVOICING

Bidders must have the ability to receive the placement of orders electronically, as well as have a method of interfacing with M-DCPS's SAP system for uploading of orders and invoicing.

All invoices shall include the correct purchase order number for proper identification. Delivery tickets/invoices must be signed by receiving District personnel when delivery is made and by the delivery person to confirm that the delivery has been made. The driver will leave the signed delivery ticket/invoice along with a copy for a total of two (2) copies to be left with the Food Services Manager at each delivery site.

The Food Services Manager from each delivery site receives delivery invoice online for the Department of Food and Nutrition for review and payment approval and processing. All invoices and correspondence shall be transmitted electronically, marked under the different program (see below), signed and dated.

There must be two (2) types of program invoices:

1. Regular Invoices: Products delivered for our regular menu (purchased produce).
2. Fresh Fruit and Vegetable Program Invoices: These are to be kept separate and identified as FFVP invoices.
3. All invoices submitted by the awarded bidder will indicate the origin of the item delivered. For example, Romaine Mix (California), Oranges (Central Florida), etc.

2.2.16 CREDITS

The awarded bidder shall agree to accept, for full credit, the return of any items received which are found by Food Services Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. The delivery ticket/invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving District employee.

For products found to be defective after the delivery (within three days) the awarded bidder will issue a credit memo or replace product per the District's request. The credit memo shall reference the original invoice number and be issued within seven (7) days of request.

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2.2.17 PRICES

Bid prices shall be for fresh, high quality, seasonal and local, Florida and/or USA produce. All containers shall be suitable for storage and shipment, and all prices shall include standard commercial packaging. All bid prices shall include delivery to user location. **Prices shall include all charges for packing, handling, freight, fuel, distribution and inside delivery.** There will be NO MINIMUM delivery requirements or fees. Pricing on the attached produce list shall remain fixed for a one (1) year period with an option for up to four (4) one year renewals. Refer to Bid Proposal Form for the detailed items list.

Although pricing is fixed for the term period(s) noted above, M-DCPS encourages awardee to offer any reduction in fees throughout the term of the contract, including the initial term period.

In addition to these items the awarded bidder will be required to submit a quarterly list of suggested seasonal produce with a fixed price for each item's season. A copy of the USDA Agricultural Marketing Service, Miami Terminal must accompany this list.

Product Cost

The term "product cost" means the cost of products delivered to an awarded bidder's warehouse. Product cost must include, but not limited to, all ancillary charges such as FOB, freight, pick-ups, split pack charges (labor and packaging), cooling or heating costs and brokerage fees. The awarded bidder must provide, if requested by the Department of Food and Nutrition, written confirmation(s) from shippers to verify initial cost.

Sell Price (Invoice Sell Price)

The sell price is defined as the Product Cost plus the Delivery Fee per case of product. The sell price will include charges for packing, handling, freight, fuel, distribution and inside delivery. This is the dollar value that the bidder will quote on the bid response sheet for individual products.

Market Price

As the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded bidder with the designated District representative on a pre-determined, regular schedule to update the approved shopping list/order guide.

2.2.18 PRICE ADJUSTMENTS

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices during the extension period. Therefore the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market. The awardee shall give written notification to The District Procurement Management Services when a price change is being requested. Price adjustments may be made at each of the one (1) year extension periods, if any, excluding the seasonal produce list provided on a quarterly basis by the awarded bidder, note Section 2.2.15 Ordering of Products. The seasonal item(s) pricing

will be accepted on a quarterly basis. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify any and all requests as deemed to be in the best interest of M-DCPS.

If mutually agreed upon, the price adjustment(s) shall be valid for the next one (1) year extension period unless the adjustment period is otherwise stated and approved by The District. M-DCPS reserves the right to approve requests for price adjustments or to disapprove and to secure new quotations.

The USDA Agricultural Marketing Service, Miami Terminal, will be used as a reference for confirming produce costs.

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateO&naviD=ViewU.S.TerminalMarketPriceReports&rightNav1=ViewU.S.TerminalMarketPriceReports&topNav=&leftNav=&page=FVMarketNewsTerminalMarketReportsMore>

Within this bid, the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded bidder with the designated District representative on a pre-determined, regular schedule to update the approved shopping list/order guide. If the Invoice Sell Price falls within the AMS index price range, the awarded bidder will not raise or lower the price until the Invoice Sell Price no longer falls within the AMS index price range.

2.2.19 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 or dollar value that will be used during the contract period. M-DCPS is not obligated to place an order(s) with bidders participating on this bid. Order placement will be based on the needs and interest of M-DCPS.

2.2.20 U.S.D.A. CERTIFICATION DOCUMENT

Each and every distribution agent is/are required to complete and to submit with their bid, the U.S. Department of Agriculture Certification Form AD – 1048 (1/92) 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.

2.2.21 REPORTS

The awarded bidder must maintain and provide perpetual **utilization reports** by line item, purchasing unit, selling price and school delivery sites, as well as for the total District sum. Utilization data must be maintained so that the awarded bidder can report the number of units delivered, at a specific selling price, in the event of erroneous pricing. Utilization reports must show product description, purchasing unit, case size, price per case, and delivery location on a monthly basis. Utilization reports shall be submitted within fifteen (15) calendar days after the end of a month or as otherwise

requested.

Fresh Fruit and Vegetable Program (FFVP) monthly utilization reports must:

- be labeled as FFVP for each of the sixty (60) participating school sites,
- include the number of cases and the average price for each item during the calendar reporting month,
- and also be submitted to the Department of Food and Nutrition no later than the 10th of the following month.

2.2.22 ADDITIONAL INFORMATION

The awarded bidder shall inform the Department of Food and Nutrition of any problems or delays in providing the awarded item(s) as required. M-DCPS shall consider excessive product cost, repetitive non-deliveries, late deliveries, and/or deliveries of products which are either out of condition or not meeting specifications, to be in default of the contract, and may result in termination of the contract.

2.2.23 FORCE MAJEURE

Acts of God such as hurricanes and inclement weather (drought or floods or unseasonable rain or temperatures) may be a factor in the unavailability of certain produce items at reasonable prices. The awarded bidder is to contact the District representative with documentation and to present alternative products and prices.

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2.2.24 BIDDER QUALIFICATIONS

The bidder must acknowledge and/or submit documentation confirming that the bidder qualifications below are met and all requested documentation must be included within the bid proposal as requested:

BIDDER ACKNOWLEDGEMENT THAT REQUIREMENTS ARE MET	YES	NO
A. Bidder must be currently engaged in distributing commercial foods to the food service and/or retail trades.		
B. Bidder must have or have access to and will utilize refrigerated warehouse facilities capable of holding temperatures at 35°, and 50° and 70° F.		
C. Bidder must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures at 45° minimum while on delivery routes.		
D. Bidder must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day-to-day basis.		
E. The awarded bidder must identify what products are available and will be purchased locally in the State of Florida. The awarded bidder must purchase seasonal Florida produce to the maximum extent possible considering seasonality and quality, and provide this information to the District in a monthly report.		
F. The awarded bidder must participate in an annual unannounced third party food safety inspection to assure The District that the perishable products distributed to the schools are handled in accordance with the latest USDA and industry food safety standards.		
G. If the awarded bidder does not participate in food distribution programs that require such inspections, they should bear the cost of an inspection service chosen by the District.		
H. All produce shall be loaded onto the refrigerated trucks from a refrigerated loading dock.		
I. The bidder shall provide to M-DCPS Department. of Food & Menu Management a quarterly list of seasonal produce with a fixed price for each item’s season. A copy of the USDA Agricultural Marketing Service, Miami Terminal, must accompany this list.		
J. Assure that fertilization information, pest control schedules and products are recorded and maintained for each specific growing field.		
K. Implements food safety/Hazard Analysis & Critical Control Points (HACCP) programs and GAP (Good Agricultural Practices) program. The awarded bidder must certify local farmers by obtaining GAP (Good Agricultural Practices) letters. Farmer certification information must also include certificate of insurance, hold harmless, traceability program and third party inspection.		

<p style="text-align: center;">DOCUMENTATION MUST BE SUMMITTED WITH BID PROPOSAL TO MEET THESE REQUIREMENTS</p> <p style="text-align: center;"><i>(In no more than ten (10) pages, the Bidder must include the following information within the submitted proposal)</i></p>	<p style="text-align: center;">YES</p>	<p style="text-align: center;">NO</p>
<p>A. Provide a Local Business Tax Receipt. 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 Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.</p>		
<p>B. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida.</p>		
<p>C. Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.</p>		
<p>D. Please submit written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system).</p>		
<p>E. Three (3) commercial references from food service and/or retail trade customers. This list shall contain contact persons at each location by name, position and phone number. The District reserves the right to contact or visit these locations and/or customers in order to evaluate bidder's qualifications (See Exhibit 5).</p>		
<p>F. List of employees with job titles and contact information, list of warehouse locations and list of refrigerated truck fleet information. Also, as stated in 2.2.10 Designated Contact, bidder must dedicate One (1) customer service representative.</p>		
<p>G. A one-page summary of each bidder's food recall policy and procedures as detailed in Section 2.2.7.</p>		
<p>H. Provide the most current copy of the company's US Health Inspection Report.</p>		
<p>I. Provide a completed copy of the U.S. Department of Agriculture Certification Form AD-1048(1/92) Exhibit 8 of this bid as requested in Section 2.2.20 of this bid.</p>		
<p>J. A list of suggested seasonal produce with a fixed price for the 4th quarter of the year. A copy of the USDA Agricultural Marketing Service, Miami Terminal must accompany this list.</p>		

SECTION 3.0 - PRICE PROPOSAL LIST

[Signature is required at the end of this Section 3.0]

Bidder must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITB.

The fees quoted are to include all travel and living expenses for the solution proposed. The Total Fees proposed will be firm and fixed for the life of the contract, a period of two (2) years, with three (3) one-year contract extensions.

Please note, prices are requested in units of quantity specified in the Bid’s Scope of Work. In case of discrepancy in computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B (“Free on Board”) destination, freight prepaid (bidder pays any 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 the Bid Proposal and there received by the designated agent of the Board.

Furthermore, the Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption does not apply to purchases of tangible personal property made by contractors, who use the tangible personal property in performance of contracts, for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

Below are details to consider in proposing total fees for the itemized price proposal:

The Bidder shall offer all of the elements of this ITB and meeting all service requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this ITB.

3.1 Price Proposal

Please see Attachment: **Fresh Produce Price Proposal List.xls**

The Bidder shall offer all of the elements of this ITB and meet all service requirements and specifications listed within **Section 2.0 - Scope of Services**, to include furnishing all labor, supervision, equipment and materials necessary for this work.

The information in this ITB is to be utilized solely for preparing the proposal response to this ITB and does not constitute a commitment by the District to procure any product in any volume.

For this Section 3.2 – PRICE PROPOSAL LIST:

Signature of Bidder’s Authorized Representative

Title

Printed Name:

Date:

SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders are instructed to indicate a response to ALL requirements and specifications contained in this section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in proposal being considered non-responsive.

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

Exhibit 1 found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

Provide a brief summary of no more than two (2) pages, describing the basic services offered, experience and qualifications of the Bidder, staff and any other relevant information.

4) Technical Qualifications

Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel

Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumes of key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

As this is a sheltered market solicitation, each Bidder must provide documentation regarding its SBE/MBE certification with the District, as indicated in Section 1.14, Small/Micro Business Enterprise Program. Failure to provide this documentation will deem the proposal non-responsive.

6) Price Proposal List

The Price Proposal List, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	US Department of Agriculture Form 1048
Exhibit 9	Food Service Accounting Specifications

4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick.** See Section 1.9.
- (2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers, that clearly identify the proposal subject, due date and Bidder's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and telephone number on the left upper side of mailing label. The ITB title, number, due

date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name:	
Bidder's Address:	
Bidder's Telephone Number:	
	<u>BID BOX</u>
	Miami-Dade County Public Schools Procurement Management Services <u>Attn: Adenia L. Clark</u> <u>Buyer</u> School Board Administration Building 1450 N.E. 2 nd Avenue, Suite 650 Miami, FL 33132
ITB No.: ITB-14-036-AC	
ITB Title: Fresh Produce	
Proposal Due Date: Tuesday, May 12, 2015, by 2 p.m. EST (local time)	

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE ITB PROCESS

- (a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at:

<http://procurement.dadeschools.net/>

- (b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive ITB process.

5.2 EVALUATION CRITERIA

The Procurement staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2.

5.3 PRICE PROPOSAL LIST

A completed price proposal list is not required under this ITB, however, at the time of proposal submission, the signature form in Section 3.0 Price Proposal List, must be submitted with each proposal package. See **Section 3.0 – PRICE PROPOSAL LIST**.

5.4 AWARD

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Buyer to the School Board.

In this ITB Process, the award decision will be made by the School Board, whose decision shall be final.

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SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Invitation To Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	US Department of Agriculture Form 1048
Exhibit 9	Food Service Accounting Specifications

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Exhibit 1

Cover Page for Proposal

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON:		
Name: _____ Title: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS _____
BIDDER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain) _____		
IF CORPORATION:		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT		

Exhibit 2

ACKNOWLEDGMENT OF AMENDMENTS

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 20__
Addendum #2, Dated _____, 20__
Addendum #3, Dated _____, 20__
Addendum #4, Dated _____, 20__
Addendum #5, Dated _____, 20__
Addendum #6, Dated _____, 20__
Addendum #7, Dated _____, 20__
Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 3



Miami-Dade County Public Schools
Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:	
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____	
BUSINESS NAME:	_____
CONTACT PERSON:	_____
ADDRESS: <i>(Include City State & Zip Code)</i>	_____
FEIN (Federal Employer Identification Number):	Length of Time at Address Provided: _____
	Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	() FAX: ()
E-MAIL ADDRESS:	_____
ATTESTATION - I understand that: <ul style="list-style-type: none"> • In accordance with School Board Policy <u>6320.05</u>; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Mark applicable box and attach support document(s). • To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal. • The preference does not apply to goods or services exempted by statute as reflected in Policy <u>6320</u>, or prohibited by Federal or State law, or other funding source restrictions. • The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. • The above information may be subject to verification. • A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy <u>6320.04</u>. 	

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

PRINTED NAME OF AFFIANT

SIGNATURE OF AFFIANT DATE

TITLE

COMPANY NAME

FM-7138 Rev. (03-13)

Exhibit 4

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All Bidders must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and, therefore, not considered for award.

Bid or Contract No. _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business addresses of _____ (name of bidder or contractor) is _____.
2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearing is attached to this statement.

Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Exhibit 5

BIDDER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Prime Bidder:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Exhibit 6

ANTI-COLLUSION STATEMENT

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

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with The School Board of Miami-Dade County, Florida, Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). 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 and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR
BIDDER SUBMITTING PROPOSAL: _____
MAILING ADDRESS: _____
CITY STATE, ZIP CODE: _____
TELEPHONE NUMBER: _____
TYPE OF BUSINESS ORGANIZATION: _____
E-MAIL ADDRESS: _____
BY: SIGNATURE (ORIGINAL) _____
BY: NAME TYPED _____
TITLE: _____

Exhibit 7

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at <http://www.dadeschools.net/schoolboard/rules>, all bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure 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 employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Bidders are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any bidder who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No Yes If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name: _____ •		
Name: _____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

Exhibit 8

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

Form AD-1048 (1/92)

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.

Exhibit 9

FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, INVOICES AND STATEMENTS:

MIAMI-DADE COUNTY SCHOOL CAFETERIAS ARE OPERATED UNDER A CENTRAL SYSTEM. THEREFORE, INVOICES FOR THE PURCHASES OF FOOD AND SUPPLIES BY THE CAFETERIAS ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT.

TO FACILITATE THE HANDLING OF THESE INVOICES, IT IS REQUIRED THAT ALL BIDDERS 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 BIDDER 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. BIDDER MUST ISSUE ONE (1) COPY OF TICKET AND CREDIT MEMO AND COPY MUST BE SIGNED AND LEFT WITH THE CAFETERIA MANAGER AT TIME OF DELIVERY.

- (A) THE BIDDER SHALL SUBMIT ON A WEEKLY BASIS DIRECTLY TO THE ACCOUNTS PAYABLE DEPARTMENT A SPREADSHEET LISTING THE PURCHASE ORDER NUMBER, EACH INVOICE NUMBER, INVOICE DATE, DOLLAR AMOUNT AND THE LOCATION NUMBER FOR THE CAFETERIA. THE INVOICE AMOUNT IS TO REFLECT ANY ADJUSTMENTS MADE BY THE CAFETERIA MANAGER AND THE BIDDER AND SHOULD BE SUBMITTED TO THE FOLLOWING E-MAIL ADDRESS:
MDCPSBIDDERSTATEMENTS@DADESCHOOLS.NET

4. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY DRIVER ON THE INVOICE THAT IS TO REMAIN AT THE SCHOOL SITE.

- (A) BIDDER SHOULD OBTAIN THE MANAGERS SIGNATURE ON THEIR COPY FOR THEIR RECORDS.
(B) THE BIDDER SHALL SUBMIT ON A WEEKLY BASIS VIA E-MAIL A SPREADSHEET LISTING THE PURCHASE ORDER NUMBER, EACH INVOICE NUMBER, INVOICE DATE, DOLLAR AMOUNT AND THE LOCATION NUMBER FOR THE CAFETERIA. THE INVOICE AMOUNT IS TO REFLECT ANY ADJUSTMENTS MADE BY THE CAFETERIA MANAGER AND THE BIDDER. THE E-MAIL ADDRESS TO SEND THE SPREADHSEET TO IS:

MDCPSBIDDERSTATEMENTS@DADESCHOOLS.NET

THE BIDDER IS REQUIRED TO MAINTAIN A COPY OF EACH TICKET (INVOICE) TO BE MADE AVAILABLE TO THE ACCOUNTS PAYABLE DEPARTMENT UPON REQUEST.

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 CAFETERIAS

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 UNDER THIS BID IS 30 DAYS FROM RECEIPT OF INVOICE. BIDDERS MAY INVOKE FLORIDA STATE STATUE 218.70 AND 218.74, PROVIDED PAYMENT HAS NOT BEEN MADE ON A TIMELY BASIS.

6. PREFERRED METHOD – CAPABLE OF TRANSMITTING ALL TRANSACTIONS ELECTRONICALLY VIA FILE TRANSFER PROTOCOL (FTP). TRANSACTIONS TRANSMITTED SHOULD CONSIST OF ORDERS AND ORDER DETAILS, INVOICES AND INVOICE DETAILS, RECEIPT CONFIRMATION AND RECEIPT CONFIRMATION DETAILS.

7. M-DCPS' SYSTEM OF TRANSACTIONS IS SAP AND BIDDER(S) SHOULD HAVE THE ABILITY TO AND/OR ARE WILLING TO RECEIVE ORDERS AND SEND INVOICES ELECTRONICALLY INTERFACED WITH THE M-DCPS SAP SYSTEM. FURTHER INFORMATION AND INSTRUCTIONS WILL BE PROVIDED UPON AWARD OF BID.