



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

SEALED BID NO: ITB-16-026-AC

TITLE: Healthy Vending Program

DESCRIPTION: The purpose of this bid is to establish a revenue generating contract, to provide healthy snack and beverage vending machines for Miami-Dade County Public Schools at School Sites and at designated non-school district site locations for the Department of Food and Nutrition

TERMS: Two (2) years initial term, with three (3) one (1) year options to renew.

ITB RELEASE DATE: Friday, September 23, 2016

PRE-BIDDERS CONFERENCE DATE/TIME: Thursday, October 6, 2016, at 11 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: Thursday, October 6, 2016, at 5 p.m. EST

BID DUE DATE/TIME: Tuesday, October 18, 2016, at 2 p.m. EST

PUBLIC OPENING OF BIDS: Tuesday, October 18, 2016, 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 Clark
Director of Procurement
Phone: (305) 995-1613
Fax: (305) 523-4991
Email: alclark@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 miscellaneous listed items. The selected bidders will be awarded an initial two (2) year agreement, with three (3) 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:	Friday, September 23, 2016
Pre-Bid Conference date, time and place:	Thursday, October 6, 2016, at 10 a.m., Local Time 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:	Thursday, October 6, 2016 No later than 5:00 p.m. (Local Time) Emailed to Procurement Analyst (See Section 1.4)
Deadline for receipt of Bids:	Tuesday, October 18, 2016 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	December 14, 2016
Projected Contract start date:	March 1, 2017

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Adenia Clark Director of Procurement
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
Telephone:	(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 L. Clark, Director of Procurement, 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 two (2) years initial term with three (3) one year options to renew, 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. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

1.11 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Procurement Analyst 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 Procurement Analyst 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 Procurement Analyst 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.

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 cancellation 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

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.

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: Dllopiz@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, Fl.Stat. (2007). In addition, the provisions of § 1012.467, Fl.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

The awarded Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The awarded Contractor shall keep and maintain public records required by the School Board to perform the service. The awarded Contractor shall keep records to show its compliance with program requirements. Awarded Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the awarded Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The awarded Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the awarded Contractor does not transfer the records to the public agency. The awarded Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are

completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the awarded Contractor or keep and maintain public records required by the School Board to perform the service. If the awarded Contractor transfers all public records to the School Board upon completion of the contract, the awarded Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Contractor keeps and maintains public records upon completion of the contract, the awarded Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE AWARDED CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

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.

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 (if applicable)

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 coverage. The insurance coverage and limits shall meet, at a minimum, the following requirements:

In consideration of this Contract, if awarded, the Bidder agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid# ITB-16-026-AC

INDEMNIFICATION

To the fullest extent permitted by law, the 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 Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Bidder or other persons employed or utilized by the Bidder in the performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct or other persons employed or utilized by the Bidder in the performance of this Agreement. 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 AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Bidder to furnish the greatest amount of indemnification allowed under Florida Law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND

The 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 Agreement.

INSURANCE

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

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Bidder, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Bidder as required by Florida Statutes.

“The School Board of Miami-Dade County, Florida and its members, officers and employees” shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

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

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

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

or

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

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

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

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

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33125

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

The Bidder may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Muriel Saenz at 305-995-7133.

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 to provide healthy snack and beverage vending machines for Miami-Dade County Public Schools at School Sites and at designated non-school site locations for the Department of Food and Nutrition, Department of Hospitality Services and Greater Miami Athletics Conference (GMAC).

Bidder(s) must commit to maintaining and offering the greatest amount of monthly revenue per machine per month for the following categories: snacks and beverages, including milk and any other liquid refreshment applying to this category as determined by M-DCPS. Bidder(s) must commit to maintaining excellent service, quality and standards for the entire term of this contract and subsequent renewal periods. Award of this bid will be made to the responsible and responsive bidder(s) meeting or exceeding specifications on each item.

In order to conduct new business under this bid, M-DCPS requires that the bidder(s) have a current vendor application on file. The information on the ITB and the vendor application must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at www.procurement.dadeschools.net.

The District reserves the right to contact or visit bidder locations and/or customers to evaluate bidder's qualifications.

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 service the designated Miami-Dade County Public School sites and non-school site locations;
- Resolving issues that may arise (i.e. damaged vending machines, refunds, etc.).

2.2.1 BIDDER GENERAL QUALIFICATIONS

1. Bidder must have at least five years' experience in vending machine business (within the last five years) with a school system or large similar entity which consists of fifty (50) or more schools.
2. Bidder must NOT have any past issues of missed payments, unapproved items in the machines or any past bid performance issues/ discrepancies with the District within the last ten (10) years.
3. Bidder must have a minimum of three current letters of reference (within two years) from other companies where they have vending machine programs which contain at least fifty (50) machines in operation.

4. Bidder must provide machines that are compliant with the Americans with Disability Act (ADA) by being handicapped accessible.

2.2.3 SITE DESCRIPTIONS

Machines will be placed throughout school and non-school sites in the following areas:

1. Hospitality Services: School Board Administration Building, Annex and Parking Garage: All machines except those that are operated by the Department of Food and Nutrition.
2. Food and Nutrition: All other hallways, teacher lounges, activities rooms, etc., as such in school sites.
3. GMAC: Only machines located *inside* school athletic locker rooms. Since the Principal and/or Administrative Designee at the school site determines the location of the machine(s), he/she are permitted to determine areas outside locker rooms as GMAC machines, thus revenue will be sent accordingly. Upon determination, the Principal and awarded bidder will document this on the final implementation list submitted to the appropriate department to ensure payment total(s) are correct.
4. **Each awarded bidder must meet with the site administrator and/or designee to determine the total number of machines, placement of machines and type of machines. The meeting must take place after award and before machines are placed at locations.**

2.2.4 NEW SITES

1. If a new M-DCPS site opens during the contract period, the awarded bidder for that group where the new site is located will be awarded the new site with the current rate per machine per month upon receiving the approval from the school site Administrator, the designee from the Department of Food and Nutrition or the Department of Hospitality Services, and the Department of Procurement Management Services.
2. Payment due for the additional machines shall be reflected one (1) month after installation. The awarded bidder(s) will provide implementation start date to the designee at the school site, the Department of Food and Nutrition or the Department of Hospitality Services, and the Department of Procurement Management Services.

2.2.5 OPERATING TIMES

The following applies regarding the operation of the vending machines at the following locations:

Vocational, Senior High Schools and "Other Designated Sites": Operation of vending machines may be continuous throughout the day.

Middle School Sites: The vending machines must be on a timer and cannot be operational one hour before the first lunch period and one hour after the last lunch period ends.

Elementary School Sites: There are to be NO vending machines serviced under this bid in student access areas. Vending machines awarded under this bid are to be in the Teacher's Lounge(s) ONLY.

K-8 Centers: The vending machines operating times for each area of the K-8 Center is to be the same as (b) and (c) above, according to the layout of the school facility.

Teacher's Lounges at all School Sites: The vending machines must be in a secured area where students are not allowed access. Operation of the machines in the teacher's lounges may be continuous throughout the day.

2.2.6 INITIAL MEETING REQUIREMENTS

1. Upon Board approval of the award, awarded bidder(s) must initiate meetings with the Principal or Site Administrator at each M-DCPS awarded site to establish the number of machines and placement of machines.
2. M-DCPS will not be held accountable for any situation (i.e. weather) which may cause delay in implementation and operation of the vending machine site.

2.2.7 INSTALLATION OF VENDING EQUIPMENT

1. All vending machines must be in new or like new condition, and have an appropriate tamper proof money counting system.
2. Vending machines that are located outdoors or in open hallways may be inside of security cages furnished by the vending machine contractor.
3. Any additional electrical wiring/outlets needed for machine operation shall be coordinated with the school site administrator.
4. All signage and front or side panels of vending machines must be of a non-branded type, with final approval of signage by the designated administrator at each Department.
5. No bidder may install any of the snack or beverage machines within 50 feet from the doors leading to the cafeteria or food service area, inside the school cafeterias or food service area, or any area that would affect the food service line sales at any school location. This does not apply to administrative buildings.
6. To facilitate housekeeping, all vending machines shall be located so that space

around the machines can be easily cleaned and maintained. All machines shall be kept clean and sanitary with a regular schedule for cleaning the inside and outside of each machine, as needed. Additional requests for cleaning shall be directed to the bidder.

2.2.8 SERVICE REQUIREMENTS

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

1. The Healthy Vending machines must be in good overall external and internal condition in regards to appearance and operating mechanisms.
2. Service shall be provided to insure adequate stock of merchandise.
3. Minimum of 75% fill rate is expected on a daily basis.
4. The awarded bidder must maintain vending machines in good condition throughout the term of the bid and either replace or repair machines that are not presentable and standards of sanitation and maintenance must be maintained. Any type of graffiti must be immediately removed.
5. All servicing of vending machines shall take place during normal site operating hours unless otherwise authorized by the site administrator, with each service call being logged in the main office of each school site location. It shall not be the responsibility of the Department of Food and Nutrition, nor any school site food service employee, to provide service to any vending machines.
6. The bidder shall be responsible for removal of supply cartons, crates, wrappings, etc.
7. Awarded bidder must correct any situation in regards to placement, maintenance, stocked items, graffiti or any other related situation within forty-eight (48) hours after initial notification by district personnel.
8. The awarded bidder must furnish school and non-school site representatives, the name and telephone number of a contact person for equipment repair and/or product quality.
9. All service technicians must be appropriately identified and clothed, while servicing vending machines awarded under this contract. Apparel must be of appropriate and must not contain any offensive or tasteless language, or offensive of tasteless graphics/pictures.

Promotional Materials

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

Unauthorized Shipment/Substitution

There will be **NO** substitutions accepted. Unauthorized substitutions and

shipments shall be grounds for termination.

2.2.9 FOOD AND BEVERAGE ITEMS INSIDE AWARDED MACHINES

The District is committed to providing an environment in which all students and staff can make healthy food choices for life long health.

All beverages and snacks sold in vending machines District-wide must adhere to *School Board Rule 8510 Wellness Policy Appendix A, Rule on Food and Beverages Sold on Campus and in Vending Machines District-wide*. **Beverage and Snack Guidelines are listed below and are applicable to all beverages and snacks sold in vending machines twenty-four (24) hours a day.**

A. Beverages

All beverages must be non-carbonated and have no added caffeine.

1. Elementary
 - a. Plain Water
 - b. Up to eight (8) ounce servings of milk and 100% juice.
 - 1) Fat-free or low-fat regular flavored milk and nutritionally equivalent (per USDA) milk alternatives with up to 150 calories/eight (8) ounces.
 - 2) 100% juice with no added sweeteners, up to 120 calories/eight (8) ounces, and with at least ten (10%) of the recommended daily value of three (3) or more vitamins and minerals.
2. Middle School

Same as elementary school, except juice and milk may be sold in twelve (12) ounce servings.
3. High School
 - a. Plain water
 - b. No- or low-calorie beverages with up to ten (10) calories/eight (8) ounces.
 - c. Up to twelve (12) ounce servings of milk, 100% juice and certain other drinks.
 - 1) Fat-free or low-fat regular and flavored milk and nutritionally equivalent (per USDA) milk alternatives with up to 150 calories/eight (8) ounces.
 - 2) 100% juice with no added sweeteners, up to 120 calories/eight (8) ounces, and with at least 10 percent (10%) of the recommended daily value of three (3) or more vitamins and minerals.
 - 3) Other drinks with no more than forty (40) calories/eight (8) ounces.
 - d. At least twenty-five percent (25%) of non-milk beverages must be water and no more than twenty-five percent (25%) of beverages may be no- or low-calories options.

Non-student access beverage vending machines are to follow the “High School” guidelines.

B. Snacks

1. All snacks sold in all vending machines must meet the following:
 - a. Have no more than 200 calories;
 - b. Have no more than 230 mg. of sodium
 - c. No more than thirty-five percent (35%) of total calories from fat.
 - b. No more than ten percent (10%) of total calories from saturated fat.
 - c. No more than thirty-five percent (35%) added sugar by weight.
 - d. No added trans-fat.
 - e. Be a "whole grain-rich" product or have as the first ingredient either a fruit, vegetable, dairy, protein food or be a combination food that contains at least 1/4 cup of fruit and/or vegetable.
2. Upon award, the awarded bidder MUST submit the nutrition facts and ingredient label for each beverage and snack item that will be placed in the vending machines to the designee at the department of food and nutrition for approval.
3. All products dispensed from vending machines must be of the finest quality and in manufacturer's packaging.
4. The Department of Food and Nutrition reserves the right to discontinue any item from the approved item list(s) at any time and for any reason during the term of this bid, including any renewals.
5. The bidder must have the requested item(s) removed from machines, (which may be all or selected sites) within their awarded area, within TWO ten (2 10) working days of notification. The notification will be, but not limited to the department(s) which is receiving payment.
6. Incorrect Item(s) In Vending Machine(s)
 - a. Bidder shall only stock the vending machines with approved items and if any unapproved item is/are found in the vending machine at any location the bidder will be notified in writing to remove the item(s) at all sites within 24 hours and the bidder could be considered in default.
7. Quality and Freshness
 - a. Products must be dated for freshness, with all outdated product removed from the machines prior to expiration of the "freshness" or "sell by" dates.
 - b. It will be the responsibility of the bidder to maintain and rotate all stock utilized in each vending machine. The bidders will monitor food items and brand preference and remove/replace any food item and/or brand, which appears to be unacceptable at each location.
8. The Department of Food and Nutrition, Hospitality Management and/or Procurement Management Services shall conduct periodic audits and collect random samples of products to ensure that products contained in machines contains appropriate date stamps.

2.2.10 SITE MANAGEMENT OF THE HEALTHY VENDING PROGRAM

The Department of Food and Nutrition, along with the Administration at each M-DCPS location serviced under this bid will manage the program throughout each location being serviced by this bid.

2.2.11 OPERATION FACILITY INSPECTION

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

2.2.12 DAMAGE TO CONTRACTOR OWNED EQUIPMENT, PRODUCT OR LOSS OF CASH

The District does not guarantee the prevention of any loss to the Contractor due to vandalism or forcible entry and will not be responsible for the loss of cash, products, and cost of repairs or replacement of products. All plans of corrective action must be approved by the site administrator and at no cost to the District.

2.2.13 SUBCONTRACTING/ASSIGNMENT OF CONTRACT

There shall be **NO** subcontracting or assignment of this contract or any part thereof. Machines supplied by the manufacturer of the products being vended to the contracted vending machine companies are not included.

The bidder must provide documentation of ownership or lease for each vehicle utilized when servicing the vending machines.

2.2.14 EXEMPTIONS FROM THIS BID

M-DCPS reserves the right to procure items described herein through the use of other M-DCPS bids, contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of M-DCPS. M-DCPS reserves the right to bid or quote separately any item(s) if the bidder(s) fails to perform or for any other reason if deemed to be in the best interest of the School Board.

2.2.15 ESTIMATED QUANTITIES

The estimated quantities/estimated population 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.

2.2.16 BIDDERS RESPONSIBILITY

Each bidder(s) shall carefully exam as listed, and the list of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the bid details and the number and wide spread locations of schools. This will be of vital importance to assure the required scheduled deliveries.

2.2.17 OCCUPATIONAL LICENSE

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

2.2.18 OTHER LICENSES, PERMITS AND FEES

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

2.2.19 TAXES

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

2.2.20 REMOVAL OF VENDING EQUIPMENT

At the time of expiration and or termination of their contract within three (3) days upon request, awarded bidders, shall remove all vending machines and equipment installed by their company at their own expense and without damage to the building or property.

At the end of the contract, the awarded bidder shall furnish and restore in good order those areas utilized for the operation of their vending machines.

2.2.21 DOLLAR CONTRIBUTION PER MONTH PAYMENTS

The following conditions apply regarding the monthly amount that is bid on the Format B Excel Spreadsheet:

1. Payment from each awarded bidder must be received no later than the first of the month, which will start 20 working days after the date of award. The bidder will be pre-paying for the upcoming month, i.e. October 1st payment will pay for the month of October, and November 1st payment will pay for the month of November.
2. If the date of the payment due falls on a holiday and/or weekend the awarded bidder will make payment on the next available working day.
3. Should there be an act of God such as hurricanes, etc. the payment will be determined by the M-DCPS representative per department (Food and Nutrition, Hospitality Services and GMAC).
4. For each day the payment is not received after the 1st of the month the bidder will be charged \$100 per day until the amount is paid. If this late payment exceeds ten (10) working days the bidder may be considered in default.
5. All machines must be in place at the time the first payment is due.
6. The District will not adjust the Monthly amount due to any installation delay on the part of the awarded bidder.
7. The following information MUST be included with each payment (see attached sample report):
 - I. M-DCPS site name (alphabetically sorted)
 - II. Current number of machines at each site per category
 - III. Breakdown of amount per category
 - IV. Total MUST be accurate
8. No partial payments will be received.
9. Payments for school sites will be made for the regular school year (September through June). No payments will be made the months of July and August. Payments for administrative buildings (Group 3) will be made all year round (12 months of the year).

2.2.22 PAYMENT SUBMITTAL LOCATIONS

Payments will be made to three (3) different locations as follows:

- a. For all school site machines excluding athletic locker rooms (GMAC) all payments shall be made to:
 - i. Department of Food and Nutrition
 - ii. Miami-Dade County Public Schools
 - iii. Attention: Facilities Director
 - iv. 7042 West Flagler Street
 - v. Miami, FL 33314

- b. For all machines located inside school athletic locker rooms all payment shall be made to:
 - i. Greater Miami Athletic Conference
 - ii. Miami-Dade County Public Schools
 - iii. 1501 Biscayne Blvd, Suite 325
 - iv. Miami, FL 33132

- c. For School Board Administration Building (SBAB), Annex and Parking Garage buildings (Hospitality Services) machines all payments shall be made to:

Miami-Dade County Public Schools
Attention: Hospitality Services
1450 NE 2nd Ave, Room 777
Miami, FL 33132

2.2.23 ADJUSTMENTS

1. After the initial two (2) year term of the bid bidders are to set up an appointment (at least) one (1) week prior to the start of the renewal period to discuss the location of the machines with the Director of Facilities, Director of Hospitality Services, Director of GMAC and/or designee.

2. The only adjustment exception within the initial two (2) year term must come directly from the principal or designee at the particular site. This request must be made in writing to the Director of Facilities for school sites and to the Director of Hospitality Services for SBAB and Annex sites 30 days prior to the start of the new term. If requests are not received within 30 days, the approval of adjustment request may be in jeopardy, such terms will apply to the initial bid period and renewal periods. These changes will be facilitated in a timely manner determined by the M-DCPS respective department (Food and Nutrition and Hospitality Services).

3. The requests must state the following:
 - I. Reason for movement
 - II. Number of additions
 - III. Number of deletions
 - IV. Start date

Adjustment requests are not guaranteed, however a strong consideration will be given to each request.

2.2.24 REFUND POLICY

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

2.2.25 AWARD

1. M-DCPS may award this contract to a Primary, Alternate and Second Alternate bidder offering the greatest amount of monthly revenue per machine per month for the following categories: snacks and beverages, including milk and any other liquid refreshment applying to this category as determined by M-DCPS.
2. The primary bidder shall initially assume all responsibilities of this bid. If, however, during the term of the contract the primary bidder cannot fulfill their contract this bidder will be subject to default and the alternate bidder shall assume all responsibilities.
3. The alternate bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract. The same conditions apply should the Alternate bidder not fulfill their contract obligations. All bidders agree to this condition by signing their bid.
4. The award of this contract may be made to the bidder offering the total highest dollar amount per machine per month for the following groups;

Group 1: All M-DCPS sites North of Flagler Street (GMAC MACHINES INCLUDED)

Group 2: All M-DCPS sites South of Flagler Street (GMAC MACHINES INCLUDED)

Group 3: Administrative Locations

5. The award of the vending machines for GMAC WILL BE INCLUDED AS LISTED ABOVE, BUT PAYMENT WILL BE SEPARATE.
6. Bidders must bid ALL items in a group to be considered for award. Only one (1) primary bidder will be awarded an entire group; however any one (1) bidder may be awarded all groups.
7. Awarded machines may include placements in areas such as: teacher's lounges, night schools, and all inclusive M-DCPS school and non-school site areas. All items in all machines will follow same Smart Snack calculations. All snacks and beverages MUST meet the M-DCPS Health and Wellness policy.
8. ALL AWARDED BIDDERS MUST FOLLOW THE DISTRICT'S WELLNESS POLICY
School Board Rule 8510 – WELLNESS POLICY.

Below is a link to School Board Rule 8510 – Wellness Policy at:

<http://www.neola.com/miami-dade-fl/>

Additional information on the District Wellness Policy is available at:

<http://nutrition.dadeschools.net/Wellness.asp>

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

The Bidder must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
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.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida.		
c. Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements.		
e. Three (3) current commercial reference letters (within two years) where vending machine programs contain at least fifty (50) machines in operation. Letters must contain contact persons at each location by name, position and phone number		
f. Provide ADA Compliant machines throughout the District.		
g. Submit a plan to cover all aspects of the requirements listed in Section 2.2.		
h. Acknowledge and accept M-DCPS Board Policy 8510- Wellness Policy.		

SECTION 3.0 - PRICE PROPOSAL LIST

Bidder must complete this section for each group which the bidder will like to be considered for award. A bid must be provided for each item listed within the group(s) in order to be considered responsive. Bidders 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 amounts 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:

Bidders may bid on all participating schools A. South of Flagler Street and B. North of Flagler Street. Bidder may bid on one or both locations.

**THE ELECTRONIC COPY OF THIS PRICE PROPOSAL MUST BE SUBMITTED IN
UPDATEABLE FORMAT.**

3.1 Price Proposal

Please see Attachment: MDCPS_HV_Price_Proposal.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.

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. THE ELECTRONIC COPY MUST BE SUBMITTED IN UPDATEABLE FORMAT.**

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

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 Procurement Analyst 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:

BID BOX

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

ITB No.: ITB-16-026-AC
ITB Title: Healthy Vending Program
Proposal Due Date: Tuesday, October 18, 2016, 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. Please note, Procurement staff may apply scoring incentives for all registered SBE bidders and/or bidders claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

5.3 PRICE PROPOSAL LIST

A completed price proposal list is required under this ITB, which is due 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 Procurement Analyst to the School Board.

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

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

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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 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