



The School Board of Miami-Dade County, Florida
PROCUREMENT MANAGEMENT SERVICES
 1450 NE 2nd Avenue, Ste. 650, Miami, Florida 33132
 305-995-4288
Bidder Qualification Form

INVITATION TO BID (ITB)

DUE DATE: Bids due at or before Thursday, April 22, 2021 at 1:00 p.m. Eastern Time (ET) at the School Board Administration Building. **DUE TO SOCIAL DISTANCING GUIDELINES PLEASE REFER TO ATTACHMENT 16 Check Addenda for any revised opening dates before submitting your bid. Bid(s) received after the date and time stated above shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.	ITB NO.: ITB-20-047-HR	RELEASE DATE: March 22, 2021	PURCHASING AGENT: Vanessa Flores
	BID TITLE: Pouch Beverages		

SECTION 1 - BIDDER ACKNOWLEDGEMENT

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:		"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.	
Address:		P.O. Box:	
City:		City:	
State:	Zip Code:	State:	Zip Code:
Telephone Number:		Sales Contact:	
Sales E-Mail Address:			
E-mail Address to Send Purchase Orders:			
Federal Tax Identification Number:			

<p>A. I hereby certify that I am submitting the following information as my firm's (Bidder) bid and I am authorized by Bidder to do so. Bidder agrees to complete an unconditional acceptance of the contents of all pages in this Invitation to Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid.</p> <p>B. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.</p> <p>C. I certify that my Bidder satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.</p> <p>D. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13- 3F-1.025)</p> <p>E. I certify that neither I, my company, 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.</p> <p>F. I agree that this bid cannot be withdrawn within 90 days from date due.</p>	<hr/> <p><i>Signature of Authorized Representative (Manual)</i></p>
	<hr/> <p><i>Name of Authorized Representative (Typed or Printed)</i></p>
	<hr/> <p><i>Title of Authorized Representative</i></p>
	<hr/> <p><i>E-Mail Address of Authorized Representative</i></p>

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SECTION 3 - CALENDAR

ITB Release Date	Monday, March 22, 2021
Pre-Bid Conference*	Thursday, April 8, 2021 at 1 p.m.
Pre-Bid Conference Location	Via Zoom at: Meeting ID: 959 3183 2721 Passcode: 811152 One tap mobile 13126266799,95931832721# US (Chicago) 16468769923,95931832721# US (New York)
Deadline for Questions	Thursday, April 8, 2021 at 5:00 p.m. EST e-mailed to vflores@dadeschools.net
Bid Due Date/Time	Thursday, April 22, 2021 at 1:00 p.m. EST
Virtual Bid Opening Meeting:	Thursday, April 22, 2021 at 2:00pm EST
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Attachment 16)
Projected Board Approval of Contract	June 2021
The contact person for this ITB is:	
Email Address:	vflores@dadeschools.net
Telephone:	(305) 995-2646

**Pre-Bid Conference attendance is not required. In compliance with Florida Statutes, Chapter 119, commonly known as the Florida Sunshine law this meeting will be recorded in its entirety.*

SECTION 4 - INSTRUCTIONS TO BIDDERS

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

CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a *Cone of Silence* from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

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

1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.

B. A cone of silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.

D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

I. PREPARATION OF BIDS

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

1. **PERFORMANCE SECURITY** shall not be submitted with the bid. The form of performance security the Bidder will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.

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

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

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

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

C. **BID PROPOSAL FORM:** Defines requirement of items to be purchased, and must be completed and submitted. The Bidder

should indicate his/her name in the appropriate space on each page.

1. **ITEM SPECIFICATIONS:** Describes technical, performance, and packaging requirements for every bid line item. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the Bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

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

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

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board, in compliance with the bid submission requirements set forth under Section 5.3. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. **ERASURES OR CORRECTIONS:** When filling out the bid proposal form, Bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. All changes must be crossed out and initialed in ink.

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

C. **PLACE, DATE AND HOUR:** Electronic submission, U.S. Mail, Courier/Express Service, or deposited in the BID BOX in accordance with the bid submittal requirements set forth under Section 5.3 and Attachment 16. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO BID":** If not submitting a bid at this time, return the form entitled statement of "No Bid". Failure to respond,

either by submitting a bid or the statement of "No Bid" form for three consecutive times, may result in the company being removed from the School Board's bid list.

- F. **AVAILABILITY OF BID INFORMATION:** Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.
- G. **TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY:** Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. 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 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 Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.
- H. **MISSING INFORMATION.** Respondents who do not meet all the documentation 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 bids may be disqualified.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

- A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:
 - 1. The Board no longer requires the supplies, services, or construction;
 - 2. The Board no longer can reasonably expect to fund the procurement;
 - 3. A review of a valid protest filed by a Bidder as may be determined by the administrative staff; or
 - 4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
- B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any bids or proposals received for the canceled solicitation shall be returned to the Bidder unopened.

The notice of cancellation shall:

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

IV. CHANGE OR WITHDRAWAL OF BIDS

- A. **PRIOR TO BID OPENING:** Should the Bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

V. PROTESTS

A Bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3) and Bylaw 0133, for resolution.

Protest of Specifications

Any notice of protest of the specifications contained in an Invitation to Bid (ITB) or Request for Proposal (RFP) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133.

For a protest of the specifications contained in an Invitation to Bid (ITB) or in a Request for Proposals (RFP) or Invitation to Negotiate (ITN), the Notice of Protest shall be filed in writing within seventy-two (72) hours after the posting of a solicitation. The Formal Written Protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under this rule. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

Posting the Bond

The protesting party shall post a bond in a form consistent with F.A.C. Rule 28-110.005(2). A notice of decision or intended decision shall contain this statement: "Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under F.S. Chapter 120."

- A. **Bond:** Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.
 - 1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.
 - 2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
 - 3. Pursuant to F.S. 287.042(2)(c), if, the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.
- B. **Bond:** Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing

the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

- C. **Bond:** Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.
- D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the bid tabulation or after receipt of the notice of the Board's decision or intended decision and shall file a Formal Written Protest within ten (10) calendar days after filing the Notice of Protest. The protesting Bidder shall also be required to post a bond, consistent with this rule. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under F.S. Chapter 120.57. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

The Formal Written Protest 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 matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

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 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone: (305) 995-1440
Fax: (305) 995-1448
E-Mail: DLopez@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

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

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

- B. **NOTIFICATION OF INTENDED ACTION** will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE:** Awards become official upon the Board's formal approval of the award.
- D. **TERMINATION FOR CONVENIENCE:** The Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement. The Board will only be required to pay that amount of the Agreement actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.
- E. **TERMINATION OF AGREEMENT:** In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Bidder, for default of Awarded Bidder, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Bidder shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Bidder to incur all necessary and proper costs, which the Awarded Bidder cannot reasonably avoid during the termination process. Each payment obligation of the Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this Agreement may be terminated by the Board at the end of the period for which funds are available. The Board shall notify the Awarded Bidder at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.
- F. **PURCHASE ORDERS** sent to Awarded Bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the Bidder shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.
- G. **DEFAULT:** A Bidder who fails to perform according to the terms of the Agreement (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend disbarment or suspension pursuant to Board Policy 6320.04.
- H. **BID DOCUMENTS:** The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.
- I. **DEBARMENT:** Pursuant to Board Policy 6320.04 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.

- J. **IDENTICAL PRICES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to the vendor that has preference for businesses implementing a drug-free workplace in accordance with School Board Policy 6320.

non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

- A. **PURPOSE:** A performance bond or check may be required to guarantee performance.
- B. **BONDING COMPANY:** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation and shall be made to The School Board of Miami-Dade County, Florida, meeting both of the following specifications:

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

- C. **AMOUNT:** When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.
 - 1. Awards less than \$200,000 shall be exempt from performance security.
 - 2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.
- D. **RELEASE OF PERFORMANCE SECURITY:** Return to the Awarded Bidder of his/her cash security, or notification to the Awarded Bidder and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

- B. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the Board Materials Testing and Evaluation Department (<http://materials.dadeschools.net>) are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the Bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

- C. The Materials Testing and Evaluation Department is located at:

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

Board will not be responsible for samples sent to a location other than the location mentioned in the bid.

- D. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The Bidder will receive the original copy of the receipt and the duplicate copy will remain with the Board receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.
- E. **PAYMENT FOR SAMPLES:** The Board will buy no samples and will assume no cost incidental thereto.
- F. **RETURN OF SAMPLES:** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by Awarded Bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing. No perishable samples submitted for testing and evaluation will be returned.
- G. **TESTING AND EVALUATION RESULTS:** The Materials Testing and Evaluation Department will report to the Board the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

IX. SUBSTITUTIONS

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

X. PACKAGING

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

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to Board. Bidder must pay for the testing/evaluation of these samples.

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

- A. All samples must be identified with the Bidder's name, bid number, item number, and manufacturer's product name and number. When

- B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:
 1. Bid Number and/or Purchase Order Number
 2. Bidder's Name and/or Trademark
 3. Name(s) of Item(s) Contained
 4. Item Number (s) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

Board supports recycling and recommends the use of recycled products where possible upon notification by the Board. Bidders are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Board encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

- A. **DELIVERY:** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.
- B. **RECEIVING INSPECTION AND TESTING:** Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Bidder, at no cost to the Board.
- C. **INVOICES:** Each invoice shall be issued by the Awarded Bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. Invoice delivery may also be via a PDF or WORD document email to: mdcpsvendorsstatements@dadeschools.net. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:
 1. Purchase Order Number
 2. Item Descriptions
 3. Quantities and Units
 4. Price Extensions
 5. Total price of all items on invoice
- D. **PAYMENT:** Unless otherwise specified by Board, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the Awarded Bidder, unless otherwise requested, in writing, by the Awarded Bidder and accepted by Board Administration. The Bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

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

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

- A. All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(f) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Bidder certifies by signing the bid 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.
- B. By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.
- C. During the term of any Agreement 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 the Chief Procurement Officer, Procurement Management Services, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board, makes final payment.
- D. 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.
- E. **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 Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each Bidder and each person signing on behalf of any Bidder certifies as to its own entity, under penalty of perjury, that the named Bidder has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Bidder 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 of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Bidder's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XVII. COMPLIANCE WITH LAWS

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

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board 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.

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

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

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor 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 Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board 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 were 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 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.

XIX. 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.

XX. CHARTER SCHOOLS

Items or Services awarded under this Agreement shall be made available to Charter Schools approved by the Board. Board is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders 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 Bidder 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. Bidder 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 Bidder does not transfer the records to the public agency. The Bidder 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). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder 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 BIDDER 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, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

XXIII. ASSIGNMENT

This Agreement 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 Board. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV. 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 provisions 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").

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

XXV. LOBBYISTS

- A. "Lobbyist" means a person, firm or corporation who is employed and receives payment from, or who contracts for economic consideration with, any principal, person or organization for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. For purposes of this rule, the term "Lobbyist" specifically includes the principal as well as any agent, officer, or employee of a principal regardless of whether they are employees of the principal whose normal scope of employment does not include lobbying activities.
- B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity.

If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."
- C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses.
- D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

XXVI. LOCAL-AND STATE VENDOR PREFERENCE

- A. 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 dollars or the current formal bidding threshold set by statute.
- B. Bidders claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

XXVII. DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contracted vendors to make full disclosure of their relationship with any Board committees, task force, or associations. The Bidder Qualification Form will now include the clause titled "Disclosure of Conflict of Interest."

XXVIII. UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

XXIX. DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

XXX. PATENTS & ROYALTIES

The Awarded Bidder, without exception, shall indemnify and save harmless The School Board of Miami-Dade County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by The School Board of Miami-Dade patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Bidder shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by Bidder of any third-party trade secret in connection with any of the foregoing. Bidder will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Bidder uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Bidders awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

XXXI. OSHA

The Awarded Bidder warrants that the product supplied to The School Board of Miami-Dade County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

XXXII. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest workmanship.

XXXIII. FACILITIES

Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice". Board may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

XXXIV. ASBESTOS AND FORMALDEHYDE STATEMENT

All building materials, pressed boards, and furniture supplied to Board shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.

XXXV. EXTENSION

In addition to any extension options contained herein, Board is granted the right to extend any award resulting from this bid. The extension period shall not be in excess of 90 days from (a) the termination date of an Agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an Agreement entered into as a result of this bid. Such extension shall be upon the same price, terms and conditions as existing at the time of Board's exercise of this extension right.

XXXVI. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

XXXVII. PURCHASE AGREEMENT

This bid, and the corresponding Purchase Orders, will constitute the complete agreement. Board will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Board employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on Board.

XXXVIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION; Lower Tier Covered Transactions

Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in 85.200, Debarment or Suspension, 85.201, Treatment of Title IVHEA participation, and 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [Board] and a person other than a procurement contract for goods or service, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C.23049g) and 41 U.S.C.253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Board shall require participants in lower

tier covered transactions, to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXXIX. SEVERABILITY

In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid; illegal, unlawful, unenforceable or void in any respect; the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision of this Bid shall be considered as if such invalid, unlawful, unenforceable or valid provision had herein.

XL. DISTRIBUTION

It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. Board is not responsible for Bidder's failure to obtain complete bidding documents. Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XLI. CONFIDENTIAL RECORDS

Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awarded Bidder agrees that it may create, receive from or on behalf of Board, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awarded Bidder represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the Board in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the Board, Awarded Bidder agrees to provide Board with a written summary of the procedures Awarded Bidder uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the Board to terminate any Agreement with Awarded Bidder.

All confidential records must remain within the continental United States.

XLII. PROPRIETARY INFORMATION

Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

XLIII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

XLIV. For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

- a) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- b) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
- c) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
- d) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

XLV. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XLVI. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board for an award greater than 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

XLVII. LICENSES, CERTIFICATIONS AND REGISTRATIONS

Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications

and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Miami-Dade County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Chief Procurement Officer of Procurement Management Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB.

XLVIII. EXPENDITURE

No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. Board is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of Board.

XLIX. POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#community-internships/c7pc> or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

L. COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 620.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

LI. INDEMNIFICATION

To the fullest extent permitted by law, the Awarded 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 the Awarded Bidder's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Bidder or other persons employed or utilized by the Awarded 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 this Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to this Agreement otherwise available to the Awarded Bidder. The provisions of this Section are intended to require the Awarded 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 Awarded 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 Awarded 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 the Awarded Bidder's performance under this Agreement.

LII. ADA COMPLIANCE

Awarded Bidder agrees and warrants that its services and/or products comply with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Awarded Bidder agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Awarded Bidder further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Awarded Bidder's failure to comply with this requirement.

SECTION 5 - SPECIAL CONDITIONS

5.1 GENERAL INFORMATION

The purpose of this Invitation to Bid is to establish a contract for the purchase and delivery of pouch beverages for the Department of Food and Nutrition. Required items include, but are not limited to, 100% fruit juice, low-fat milk, fat-free chocolate milk and water.

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

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

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to renew of one-year each, all at the 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 awarded contract resulting from this bid will be non-exclusive. No subcontracting is allowed for this bid.

5.2 METHOD OF AWARD

The Procurement staff assigned to this ITB will evaluate all responsive and responsible bids. The contract may be awarded to a Primary Vendor, based on lowest cost, submission of all required documentation, and compliance with the conditions stated herein. Additionally, a second bidder may be recommended as an Alternate Vendor. In the event of a Default or significant delivery delays by the Primary Vendor, the entire Contract may be assigned or transferred to the Alternate Vendor, all at the discretion of the District.

The recommendation for award, for a Primary and Alternate vendor, will be submitted through Procurement staff to the School Board. The award decision will be made by the School Board, whose decision shall be final.

The agreement between the successful bidder(s) and the Board will be non-exclusive. Procurement staff may apply scoring incentives for registered SBE/MBE/VBE bidders, at the recommendation of the Goal Setting Committee, and/or vendors claiming local preference, in accordance with School Board Policy 6320.05. The Goal Setting Committee did not assign an SBE/MBE preference for this ITB.

5.3 BID SUBMISSION

The entire bid packet must be submitted either: (1) electronically via the e-bidding platforms Periscope S2G (previously known as BidSync) or DemandStar, or (2) an unbound original bid in a main sealed envelope or container (box), **along with an electronic submittal via Periscope S2G or DemandStar**. All bids must be submitted on 8 1/2" X 11" paper, neatly typed, with normal margins and spacing.

Bids must be received by the deadline for receipt of proposals specified in this ITB Timetable (Section 3).

For more information on how to submit an electronic bid via Periscope S2G or DemandStar, please refer to the instructions set forth in **Attachment 17**.

If submitting an unbound original bid, bids must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **One (1) electronic version via the e-bidding platforms Periscope S2G or DemandStar.**

The unbound original bid must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the bid number, bid title, and bid Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Vanessa Flores
1450 NE 2nd Ave
Miami, FL 33132

Hand-carried bids may be delivered to the above address ONLY between the hours of 8:00 a.m. and 1:00 p.m., Mondays through Fridays. However, please note that bids are due on the date and at the time indicated in Section 3. Additionally, M-DCPS is closed on holidays observed by the District. Bids 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. Bid 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.

Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a bid 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.

5.4 INSURANCE REQUIREMENTS – NOT REQUIRED

5.5 SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms. The application may be accessed through the following link: <https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools>

All small/micro, minority/women and veteran certifications must be completed online using the following link: <http://oeo.dadeschools.net/certification.asp> Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the Office Of Economic Opportunity (OEO). Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement. A current list of certified small, micro, veteran and minority/women firms can be found online at: <https://miamidadeschools.diversitycompliance.com/?TN=miamidadeschools>.

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enter into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at:

<http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at OEO@dadeschools.net for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

5.6 REQUIRED SUBCONTRACTOR INFORMATION TO BE SUBMITTED BY THE BIDDER

Please indicate in your bid response the proposed percentage or dollar amount of the work to be assigned to the certified subcontractor, along with the scope of work the subcontractor will provide related to this solicitation. Bidder(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

SECTION 6 – SCOPE OF WORK

6.1 PRICES

- A. Bid prices shall be for fresh milk, 100% fruit juices made from quality ingredients, and water.
- B. All items offered must be manufactured according to the State Board of Health and the Miami-Dade County Health Department specifications and regulations.
- C. All containers shall be suitable for storage and shipment, and all prices shall include standard commercial packaging.
- D. All bid prices shall include delivery to school cafeterias across Miami-Dade County Public Schools.
- E. Prices shall include all charges for packing, handling, freight, fuel, distribution and inside delivery.

All vendors must offer inside delivery (F.O.B. destination), to a location in the cafeteria provided by Food and Nutrition, which shall be completed within thirty (30) days after receipt of an authorized and signed Purchase Order or as per the requirements of the purchase order.

6.2 PRICE ADJUSTMENTS

It is expected that the prices submitted for juice and water shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original milk bid prices during the extension period. Therefore, the awarded bidder(s) may request a price adjustment based on verifiable changes in the market. The basis of this bid is February 2021, raw milk costs (butterfat and skim milk) as announced by the USDA, Agricultural Service, Market Administrator plus over order premiums payable to Dairy Cooperatives, for Federal Order #6, Zone #5.

Increases or decreases shall be based on both butterfat and skim milk costs. The milk contractor shall give written notification to M-DCPS Procurement Management Services and the Department of Food and Nutrition each month of the fiscal year that a change upward or downward has taken place.

The milk contractor shall provide documentation of these changes, including Dairy Cooperatives Price announcements and calculations supporting increases or decreases.

The Department of Food and Nutrition must be notified by the 28th day of the prior month. If the milk contractor fails to notify the Department of Food and Nutrition of any such price decrease, which would result in a decrease in the contract price of milk, the School Board will make an appropriate reduction in price with the date such reduction should have been made had the contractor given proper notice or take such other action as is appropriate to give the School Board the advantage of such reduction.

M-DCPS will review all requests for price adjustments, and reserves the right to approve, reject or modify any and all requests as deemed to be in the best interest of M-DCPS. Each price adjustment is reviewed and submitted to the awarded vendor(s) for approval. If mutually agreed upon, the price adjustment(s) shall be valid for the next month, unless the adjustment period is otherwise stated and approved by the Department of Food and Nutrition at M-DCPS. Awarded vendor(s) who are granted price adjustments for the designated period must make these price adjustments valid for the entire designated period. If adjustment is disapproved, M-DCPS reserves the right to secure new quotations for items.

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

6.3 EQUITABLE ADJUSTMENT

M-DCPS may in its sole discretion, make an adjustment in the bid pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria:

- (1) The volatility is due to causes wholly beyond the vendor's control.
- (2) The volatility affects the marketplace or industry.
- (3) The volatility so affects the vendor that continued performance of the bid award would result in a substantial loss.

6.4 RETURN OF DISCOUNTS, REBATES AND CREDITS

Miami-Dade County Public Schools shall ensure that the successful bidder fully discloses all discounts, rebates, allowances and incentives received by the successful bidder from its suppliers.

If the company receives a discount, rebate, allowance or incentive from any supplier, the successful bidder must disclose and return to the Miami-Dade County School District the full amount of the discount, rebate or applicable credit that is received, based on the purchases made on behalf of M-DCPS.

All discounts, rebates allowances and incentives must be returned to the M-DCPS district during a mutually agreed upon timeframe that is beneficial to Miami-Dade Schools District.
Shelf life must be no less than 10 days at time of delivery.

The District reserves the right to refuse any product delivered with a shelf life of less than 10 days.

6.5 BID ITEM SPECIFICATIONS/EQUAL PRODUCT

For a product to be considered it must have a complete Nutrition Facts Label and Child Nutrition Label (if applicable) submitted with the bid in order to assist in the gathering of nutrient information for all items. All food products must meet the District's Rule on Food & Beverages Sold on Campus and in Vending Machines. The District shall be the sole judge concerning the merits of bid(s) submitted.

Bidder shall indicate on the bid form the manufacturer's name, number and shall indicate ANY deviation from the specifications as listed.

- A. Delivery temperature not greater than 41 degrees Fahrenheit; milk shall be delivered in leak-proof containers with a shelf life of at least 10 days prior to the expiration date stamped on each container.
- B. A complete, legible and accurate nutritional analysis and ingredients statement must be submitted with the offer for each individual item, including all flavors and/or varieties. This information shall be submitted with your bid package.

Nutrition Information Requirements include:

1. Nutrition facts label: Serving Size, including the 'base' weight, Total Calories, Total Fat, Saturated Fat, Cholesterol, Sodium, Carbohydrate, Sugar, Dietary Fiber, Protein, Calcium, Iron, Vitamin A, Vitamin C
2. Ingredient Information List

C. Ingredients: M-DCPS will not award items that contain any of the ingredients listed below:

1. Mono-Sodium Glutamate-MSG
2. High Fructose Corn Syrup, HFCS
3. Peanuts, Peanut Protein or Peanut by products
4. Trans fatty acids/Partially Hydrogenated Oil
5. "Artificial Flavor" or "Artificial Flavoring"
6. Red Dye #40, #3
7. Yellow Dye # 5, #6
8. Blue Dye #1, #2
9. Green Dye #3

D. Only items and/or products grown, produced, and processed in the United States or its territories will be considered for award purposes, unless a domestic supply is not available.

E. Juices must:

1. Meet the U.S. Recommended Daily Allowance of 3.75% of Calcium per fluid ounce of juice.
2. Ounce per ounce it must be equivalent to the calcium contained in an ounce of milk.
3. 100% fruit juice and must be pasteurized.

F. Package Labeling: Each delivery must be packed in packaging which is standard in the industry.

All products must be delivered in packaging that contains the following labeling information:

1. Name of the product contained in the package (common name)
2. Size of the item
3. Nutrition Facts Label, and Ingredient Information List of the product contained in the package
4. Name, address and inspection legend of the vendor
5. Manufacture/production date (pack date)
6. Manufacture lot or production number
7. Net weight of contents
8. USDA inspection for wholesomeness denoted on the label
9. Case count
10. Expiration date

6.5.1 Preferred Packaging: Request that the packaging of pouch beverages be in an environmentally, sustainable format either biodegradable pouch or other biodegradable material. Straws required are preferred to be attached to each pouch or **MUST** be included in each case in the quantity equal to the case count. In an effort to reduce the use of plastics, straws are requested to be made out of paper or a biodegradable material.

G. All milk shall be subject to manufacture, sanitation and health standards, in addition to the pasteurization and bacterial count specifications of Federal and/or Florida milk and milk products, Chapter 502 and the requirements of the Dade County Health Department. Milk must have Grade A rating from Miami-Dade County Public Health Department. All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal and State Regulatory Program. Furthermore, all items shall comply in all respects to the standards and regulations established by Federal and/or Florida State Laws and meeting the standards of Florida Statute Chapter 502.

- H. Only items and/or products grown, produced, and processed in the United States or its territories will be considered for award purposes, unless a domestic supply is not available. **ALL BIDDERS MUST COMPLY WITH CONDITIONS STATED IN THE UNITED STATES CODE OF FEDERAL REGULATIONS (CFR), TITLE 7, PART 250.23.**
- I. Code Dates: The successful vendor shall code all products with an acceptable form of coding to ensure freshness. Vendor must supply the Department of Food and Nutrition with the type of code used along with an explanation to denote the meaning of each code, prior to bid award.
- J. Foreign products: Foreign products: If product is not available as produced in the U.S.A., the foreign product(s) must be submitted as an alternate and shall specify country of origin. All foreign products must be inspected for wholesomeness, as well as grades, and origin of product must be so noted on grade certificates. All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or through the USDA by the Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.
- K. All cases must be in optimal condition at time of delivery. Shelf life of all items must be no less than 10 days at the time of delivery. The manager may refuse any product delivered in which the cases are not in optimal condition and/or the shelf life is less than 10 days at the time of delivery.

6.6 MILK PRODUCT CERTIFICATION

All vendors submitting a bid must certify that each one-half (1/2) pint of milk contains a minimum of eight (8) ounces, volumetric measure or 228 grams of milk as specified. Failure by the awarded vendor(s) to comply with the above specifications and/or if non delivery of product results in a reclaim of federal or state reimbursement, the vendor(s) agrees to pay The School Board of Miami-Dade County, Florida, a dollar amount equal to the amount the Board has paid the vendor for the milk and, in addition to this amount, the vendor shall pay the amount of federal reimbursement The School Board of Miami-Dade County, Florida, has claimed on the meals of which this milk was a component.

6.7 GRADING AND INSPECTION

The following conditions apply with respect to all bid items awarded:

- A. All products shall be processed under the supervision of USDA continuous inspection program service.
- B. All grading and stamping must be completed at the product processing plant and copies of certificates forwarded to the Department of Food and Nutrition.
- C. It shall be the responsibility of the successful vendor to supply a copy of the appropriate specification of The School Board of Miami-Dade County, Florida, to the USDA inspector/grader.
- D. Any spoilage or shortages of unprocessed or end product, while at the processing plant, is the responsibility of the processor and must be replaced with product of equal or better quality.

6.8 SUBSTITUTIONS

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

Unauthorized substitutions and deliveries shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

6.9 PURCHASE OF ADDITIONAL ITEMS

Additional products within the pouch beverage product line may be added during the term of the contract upon completion of successful price negotiations between the School District of Miami-Dade County Public Schools and the awarded vendor. This includes new/improved products, additional flavors, different size capacities and different packaging. Price shall be defined as "all costs including freight and inside delivery" and placed in the designated areas at the individual school sites.

6.10 SAMPLES

Samples are NOT required as part of this bid submission. However, bidder(s) may be required to submit samples, to be evaluated according to the standards of the Department of Food and Nutrition. Samples shall be identical to the item(s) that is/are specified in the bid proposal. When a bidder(s) is/are requested to submit samples, each lot of samples shall be identified with (1) vendor's name, (2) bid number, (3) bid item number, (4) product name and number and (5) grade or size. Samples shall be submitted to:

Miami-Dade County Public Schools
Department of Food and Nutrition
Attention: Food and Menu Management
7042 West Flagler Street
Miami, Florida 33144
Telephone: (786) 275-0400

Each sample must be marked as specified above prior to submitting to Miami-Dade County Public Schools, Department of Food and Nutrition. No marking of samples will be permitted upon arrival. All information will be entered on a receiving report. Bidder(s) must obtain from the Department of Food and Nutrition a signed receipt acknowledging delivery of samples. Any formulas, letters or other communication shall be attached to the bid for inclusion as part of the vendor's bid. Samples shall be delivered at no cost to the School Board. Failure to deliver samples as required may be cause for rejections of bid(s).

6.11 PRODUCT RECALL

In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a sub-contractor, packer, processor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the Department of Food and Nutrition, Food and Menu Management Director, within two business days of receiving such notice.

The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the Department of Food and Nutrition that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption.

The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product.

The awarded bidder shall, at the option of the Department of Food and Nutrition, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

6.12 MINIMUM INVENTORY REQUIREMENTS

Successful vendors must have the ability to maintain a minimum inventory of the high-volume items utilized during the menu cycle established by the Department of Food and Nutrition.

6.13 DELIVERY

All deliveries and installation will be made to various schools and departments as indicated on each purchase order. All deliveries made to schools and departments shall require inside delivery and are to be placed in designated areas/coolers, as specified by the School Food Service Manager/Designee. Deliveries will not be made to any one centralized location as the items on bid will not be warehoused. Prices shall include all charges for packing, handling, freight, fuel, distribution, and inside delivery. All vendors must offer inside delivery (F.O.B. destination), to a location in the cafeteria provided by Food and Nutrition, which shall be completed within thirty (30) days after receipt of an authorized and signed Purchase Order or as per the requirements of the purchase order. Deliveries will be made to the address as specified on each purchase order, or as otherwise specified by the Department of Food and Nutrition. It shall be the responsibility of the successful bidders to include inside delivery, and to ensure satisfactory operation and/or condition of each and every product delivered on this bid. All orders placed prior to the expiration of the bid and accepted by the successful vendor(s) will be invoiced at the bid unit price(s), although deliveries may be made after the expiration of the contract.

- A. Successful bidder(s) must have items available for delivery of this bid by date of award or as scheduled by the Department of Food and Nutrition. Delivery equipment must be clean and sanitary.
- B. Successful bidders(s) are not permitted to contact any school location without prior approval from the Department of Food and Nutrition. The decision to add any or all school locations will be at the discretion of the Department of Food and Nutrition, and not individual school locations or successful vendors awarded this bid. In the event schools are added to the program, a list will be furnished to the successful bidder(s) at that time. Acceptance of orders from any location not approved, will be considered an unauthorized purchase, and may result in non-approval of invoice payment by the Department of Food and Nutrition.
- C. Deliveries of all items awarded are to begin on or after the effective date of award, or as indicated by the Department of Food and Nutrition. Deliveries shall be made between the hours of 6:30 a.m. and 12:00 p.m. (noon). Successful vendor(s) are required to deliver all items awarded on this bid. Keys WILL NOT be issued to drivers, should delivery be made prior to the arrival of the Food Service Manager. Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. Delivery temperatures must be followed; pouch beverages must be delivered at 41 degrees Fahrenheit or less.

- D. Delivery **MUST BE RECEIVED AND SIGNED FOR** by authorized food-service personnel. The required invoices indicating the number of each item delivered shall be signed by the Food Service Manager or his/her designee. Deliveries left outside of the cafeteria **WILL NOT** be accepted.
- E. Awarded vendors must credit M-DCPS the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at any designated M-DCPS facility.
- F. Orders will be placed electronically by each food-service manager at each school cafeteria. Late deliveries may be refused.
- G. Deliveries in excess of authorized purchased amount will be unauthorized and may not be approved for payment.
- H. Pouches and contents must be clean, free from damage, free from pest infestation, and within proper temperatures.
- I. Successful vendor(s) should make all possible attempts to deliver to the senior high schools first, then elementary and K-8 centers, then middle schools, to ensure that breakfast programs have product to offer students in compliance with Federal regulations after a holiday period.
- J. The successful vendor(s) must make plans for immediate recovery, should a truck breakdown or other delay(s) occur during the delivery day. The vendor(s) will be responsible for contacting both the Department of Food and Nutrition and each individual food-service manager, should any delivery delays occur.
- K. The vendor(s) must have delivery capability for emergencies that are defined, but not limited to; theft, product recall, refrigeration/freezer breakdown and food spoilage. Special orders are defined, but not limited to; special functions/activities and additional deliveries needed due to limited storage space.
- L. The vendor(s) will be responsible for contacting both the Department of Food and Nutrition and each individual Food Service Manager should any delivery delays occur. The vendor(s) must also inform both the Department of Food and Nutrition and food-service manager(s) when deliveries would be expected if changes have to be made due to delivery delays.

6.14 LATE DELIVERIES/NON-DELIVERY

Timely delivery of all orders is expected of the awarded vendor to all delivery sites within M-DCPS. If unable to meet confirmed delivery schedule(s), as agreed upon, then after a two (2) hour grace period, M-DCPS Procurement Management Services reserves the right to assess liquidated damages to the awarded vendor for each instance in the amount of one hundred dollars (\$100) for the instance per route, plus an additional liquidated damages of one hundred dollars (\$100) for each calendar day the delivery is delayed. The amount will be deducted from the awarded vendor's invoice. When the awarded vendor(s) is/are unable to meet the delivery as established by M-DCPS Department of Food and Nutrition, M-DCPS reserves the right to purchase on the open market to meet the menu cycle, as established by the Department of Food and Nutrition, and awarded vendor(s) shall pay the price difference between the original bid price and the price of the substituted food item(s) to M-DCPS, and the awarded vendor(s) may be recommended for default.

6.15 SPECIAL DELIVERIES

The vendor shall be responsible for any additional special deliveries required in case of emergency during the school day in the event of a shortage of supply.

6.16 INVOICING/SALES REPORT

The successful vendor(s) shall be required to follow Food Service Accounting Specifications regarding procedures with M-DCPS including, but not limited to procedures on handling delivery tickets, invoices, and statements. The discount terms must also be stated on all invoices submitted by the successful vendor(s) for items on this bid.

The awardee must provide a monthly "Customer Sales by Date Range" report, listing purchases for items awarded on this bid only. Under no circumstances should vendor intermingle milk and dairy purchases of another bid and/or purchase order.

6.17 ELECTRONIC CAPABILITIES

The successful bidder shall have the ability to receive the placement of orders electronically, as well as have a method of interfacing with M-DCPS systems for uploading of orders and invoicing. An e-mail is not an acceptable form of electronic ordering.

6.18 USAGE REPORTS

Each successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school. This report shall be directed to The School Board of Miami-Dade County, Florida, Department of Food and Nutrition, 7042 West Flagler Street, Miami, Florida 33144, Attention: Food and Menu Management. This usage report shall be submitted by the tenth (10th) day of the following month.

6.19 ESTIMATED QUANTITIES

The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities or dollar value that will be used during the contract period. M-DCPS is not obligated to place an order(s) with vendors participating on this bid. Order placement will be based on the needs and interest of M-DCPS.

6.20 PROCESSING COMMODITY CONTRACT/REBATES

In the event the United States Department of Agriculture donated commodity items or school rebates are available, the Board reserves the right to participate in a commodity processing contract/rebate program. All rebate proceeds shall accrue to the School Board Department of Food and Nutrition.

6.21 HEALTH INSPECTION, SAFETY AND SANITATION

The Distribution Agent is requested to provide a copy of the company's most recent health inspection report with its bid, inspected by the State of Florida, Department of Agriculture and/or Department of Business and Professional Regulation. A satisfactory inspection report contains no "critical violations" with regards to food sanitation and safety. Failure to submit this document may result in the vendor's bid not being considered for award. M-DCPS reserves the right to inspect the vendor's operations facility and/or trucks. Failure to maintain all required licenses and satisfactory inspection reports during the term of this agreement and subsequent renewal(s) may result in the awardee being defaulted.

Vendors shall have a system in place that provides for quality control and the delivery of product at consistent and specified quality levels. Vendors shall also have in place a system for safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation.

6.22 COMPLIANCE REQUIREMENT

The products must be manufactured by a plant that meets the sanitation rating of 90% or higher in compliance with “United States Public Health Service Sanitation Compliance List” at the time of bid opening bid date and for duration of bid term. Awarded vendor shall forward copies of rating to the Department of Food and Nutrition.

6.23 ADDITIONAL REQUIREMENTS

Bidder(s) acknowledges acceptance of the following:

- A. **DISCOUNTS, REBATES AND CREDITS**
All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the School Food Authority’s (SFA) non-profit food service account.
- B. **BUY AMERICAN PROVISION**
Schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States are required to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
- C. **FOREIGN PRODUCTS**
Bidder(s) shall provide bids for items and/or products solely grown, produced, and processed in the United States or its territories, unless a domestic supply is not available. All Bidders must comply with conditions stated in the United States Code of Federal Regulations (CFR), Title 7, Part 210.21(D).
 - 1. If product is not available as produced in the U.S.A., the foreign product(s) shall be submitted as an alternate and shall specify country of origin.
 - 2. All foreign products must be inspected for wholesomeness as well as grades, and origin of product must be so noted on grade certificates.
 - 3. All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or through the USDA by the Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product shall not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.
- D. **CIVIL RIGHTS**
The Bidder(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

SECTION 7 - BID SUMMARY EXCEL SPREADSHEET

SPREADSHEET: Bidder **MUST** complete the attached Excel document with the corresponding prices as requested. Submit the completed Excel file in .xls (or similar type format) with your electronic response via DemandStar or Periscope S2G. No handwritten Summary sheets will be accepted.

VENDORS MUST BID ON ALL ITEMS IN A GROUP TO BE CONSIDERED FOR AWARD.

The Bidder shall offer all the elements of this ITB and meet all service requirements and specifications listed within Section 6.0 – Scope of Services, including furnishing labor, supervision, and materials necessary for this work.

The information contained on 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.

The Remainder of this page was left intentionally blank.

SECTION 8 - FORMS AND ATTACHMENTS

Please fill out all attachments. Some attachments must be notarized.

ATTACHMENT 1	COVER PAGE
ATTACHMENT 2	MAILING LABEL
ATTACHMENT 3	STATEMENT OF "NO BID"
ATTACHMENT 4	ACKNOWLEDGEMENT OF AMENDMENTS
ATTACHMENT 5	CONFLICT OF INTEREST
ATTACHMENT 6	DEBARMENT
ATTACHMENT 7	INSTRUCTIONS
ATTACHMENT 8	BIDDER'S PREFERENCE
ATTACHMENT 9	DRUG-FREE WORKPLACE (must be notarized)
ATTACHMENT 10	LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY (must be notarized)
ATTACHMENT 11	ANTI-COLLUSION STATEMENT
ATTACHMENT 12	BIDDER EXPERIENCE
ATTACHMENT 13	SUBMITTED BID DOCUMENT VERIFICATION FORM
ATTACHMENT 14	PROPOSAL SUBMITTAL RECEIPT FORM
ATTACHMENT 15	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
ATTACHMENT 16	BID OPENING INSTRUCTIONS
ATTACHMENT 17	REGISTRATION INSTRUCTIONS FOR PERISCOPE S2G AND DEMANDSTAR

ATTACHMENT 1 – COVER PAGE

Cover Page for Bid

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
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:		
BIDDER'S AUTHORIZED SIGNATURE		
The undersigned hereby certifies that this bid is submitted in response to this solicitation.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

ATTACHMENT 2 - MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when MDCPS receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Bidder's Name:	
Bidder's Address:	
Bidder's Telephone Number:	
	<u>BID BOX</u>
	Miami-Dade County Public Schools Procurement Management Services Attn: Vanessa Flores 1450 NE 2 nd Ave Miami, FL 33132
ITB No.: ITB-20-047-HR	
ITB Title: Pouch Beverages	
Proposal Due Date: Thursday, April 22, 2021 by 1 p.m. EST	

ATTACHMENT 3 - STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and return, prior to the Bid Due Date established within, to vflores@dadeschools.net or mail to:

The School Board of Miami-Dade County, Florida
 Procurement Management Services
 1450 NE 2nd Avenue, Miami, Florida 33132
 Attn: Vanessa Flores

This information shall help MDCPS in the preparation of future Bids.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Email: _____

√	Reasons for "No Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____

ATTACHMENT 4 - ACKNOWLEDGEMENT 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.

Please include a signed copy of each addendum.

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: _____

ATTACHMENT 5 - CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME:

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of MDCPS. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	MDCPS Title or Position of Employee	MDCPS Department/School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of MDCPS.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of MDCPS have been identified above.

Signature

Printed Name

ATTACHMENT 6 - DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT 7 - INSTRUCTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 8 - BIDDER'S PREFERENCE

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BID TO BE CONSIDERED FOR AWARD

VENDOR NAME:

Section 1: Attorney for an Out-of-State Bidder must complete and sign Section 1

Section 2: Florida Bidder must complete and sign Section 2 and have it notarized

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with submitted bid. Such opinion should permit MDCPS's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084.

Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form.

Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Miami-Dade County, Florida in the letting of public contracts

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY - FLORIDA BIDDER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED - ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS T

(Must Select One)

_____ The Bidder's principal place of business is in the political subdivision of Miami-Dade County, Florida.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

STATE OF FLORIDA
COUNTY OF _____

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

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT

TITLE

COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20_____

My Commission Expires: _____

NOTARY SEAL

ATTACHMENT 9 - DRUG-FREE WORKPLACE

VENDOR NAME:

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Miami-Dade County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ or

Produced Identification _____ Notary Public – State of _____

(Type of Identification) My commission expires: _____

Form #4530 3/93 (Printed, typed, or stamped commissioned name of notary public) _____

ATTACHMENT 11 - 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 or 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: _____

EMAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Revised 11/19/20

ATTACHMENT 12 – BIDDER EXPERIENCE

Submit three (3) forms; one for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

BIDDER REFERENCE EVALUATION FORM

Bidder Name: _____

Bid Number: _____

Bid Title: _____

**Name of Organization
Providing Reference:** _____

Contact Person: _____

Date of Evaluation: _____

Email: _____

PLEASE CHECK THE APPROPRIATE STATEMENT THAT BEST DESCRIBES YOUR CLIENT EXPERIENCE WITH THE ABOVE REFERENCE BIDDER.

I. DELIVERY

- _____ Vendor was always on time
- _____ Vendor was usually on time
- _____ Vendor was never on time
- _____ Vendor never delivered product/service as ordered
- _____ Vendor defaulted

II. PRODUCT QUALITY

- _____ Vendor's product/service always performed as expected
- _____ Vendor's product/service usually performed as expected
- _____ Vendor's product/service never performed as expected
- _____ Vendor's product had to be replaced
- _____ OTHER: COMMENTS _____

III. PRODUCT SUBSTITUTION

- _____ Vendor always substituted product/service
- _____ Vendor never substituted product/service
- _____ OTHER: COMMENTS _____

IV. PACKAGING

- _____ Vendor's packaging was always satisfactory
- _____ Vendor's packaging was usually satisfactory
- _____ Vendor's packaging was sometimes satisfactory
- _____ Vendor's packaging was never satisfactory
- _____ OTHER: COMMENTS _____

V. INVOICING

- _____ Vendor always invoiced correctly and on time
- _____ Vendor usually invoiced correctly and on time
- _____ Vendor sometimes invoiced correctly and on time
- _____ Vendor never invoiced correctly and on time
- _____ OTHER: COMMENTS _____

VI. PROFESSIONALISM

- _____ Vendor was always professional
- _____ Vendor was usually professional
- _____ Vendor was sometimes professional
- _____ Vendor's product had to be replaced
- _____ OTHER: COMMENTS _____

VII. ACCESSIBILITY

- _____ Vendor was always accessible
- _____ Vendor was usually accessible
- _____ Vendor was sometimes accessible
- _____ Vendor never accessible
- _____ OTHER: COMMENTS _____

VIII. OVERALL RATING

- Recommend for new business
- Does not recommend for new business

OVERALL STATEMENT OF VENDOR'S PERFORMANCE

CLIENT'S NAME: _____

SIGNATURE: _____ DATE: _____

VERIFIED BY: (PRINT NAME) _____ SIGNATURE: _____ DATE: _____

Revised 11/19/20

ATTACHMENT 13 - SUBMITTED BID DOCUMENT VERIFICATION FORM

All bidders are required to submit the following information to be considered for award. Failure to submit any of the required documents with the bid will cause the bidder to be considered nonresponsive and ineligible for further consideration. Each bidder must include the following information within their submittal:

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. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. Three (3) references from organizations comparable in complexity and/or size to M-DCPS, preferably. This must be documented on Attachment 12, Bidder Experience form, whereby each bidder uses one form per reference.		
d. Submission of all documentation/information stated in this ITB, including, without limitation, the documentation, information and/or plans stated in Sections 5, 6, and 7 of this ITB, as well as the required forms and attachments, as stated in Section 8 of this ITB.		
e. A complete, legible and accurate nutritional analysis and ingredients statement, for each item.		
f. Code Dates: The successful vendor shall code all products with an acceptable form of coding to ensure freshness. Vendor must provide a list with the type of code used along with an explanation to denote the meaning of each code.		
g. Certification that each one-half (1/2) pint of milk contains a minimum of eight (8) ounces, volumetric measure or 228 grams of milk as specified.		
h. The bidder is required to provide a copy of the company's most recent health inspection report, inspected by the State of Florida, Department of Agriculture and/or Department of Business and Professional Regulation		

Please sign below confirming all items noted above are included in your submission.

Name of Bidder: _____

Printed Name

Title

Signature of Bidder's Authorized Representative

Date

For Internal Use Only:

Signature of Originating Department (as applicable)

Date

Printed Name

Title

Procurement Staff Name/Signature

Date

ATTACHMENT 14 - PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in the Instructions to Bidders. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package. Please complete the following form and attach the form to the outside of your firm's bid response.

ITB Name and Number:	ITB-20-047-HR Pouch Beverages
ITB Due Date:	Thursday, April 22, 2021 by 1:00 p.m. EST
Bidder's Name	
Business Address	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	

ATTACHMENT 15 - FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT

The State of Florida has enacted a law that requires proposers 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 Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All Proposers 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.

ITB 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 proposer or contractor) is _____.

2. My relationship to _____ (name of proposer 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 Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer 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 Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer 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 Proposer 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

ATTACHMENT 16 - BID OPENING INSTRUCTIONS

ITB-20-047-HR POUCH BEVERAGES

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on Thursday, April, 22, 2021 at the MDCPS School Administration Building located at 1450 NE 2nd Ave, Miami, FL 33132**, in a main sealed envelope or container (box), and via the e-bidding platforms Periscope S2G or DemandStar.

For bid submittal requirements or instructions, please refer to **Section 5.3** of this ITB.

INSTRUCTIONS: Bidders can drop off their bids at the bid box at the 2nd Avenue entrance to the MDCPS School Board Administration Building. Bidders should place security badge on the outside of their bid submissions. A picture ID is required to enter the premises.

The bid opening will take place virtually at 2:00pm via zoom.

Thursday, April 22, 2021 EST 2:00pm via Zoom

Meeting ID: 963 8325 8347

Passcode: 978824

One tap mobile

+16468769923,,96383258347# US (New York)

+13017158592,,96383258347# US (Germantown)

SPECIAL INSTRUCTIONS: Bidders are required to practice social distancing guidelines when visiting the School Board Administration Building or any other MDCPS site.

- ❖ Bidders will not be allowed on site without a face mask.
- ❖ Bidders will not be allowed to comingle.
- ❖ Bidders must stay 6 feet apart from others.
- ❖ Please only have 1 representative from your firm drop off the bid.

Should you have any trouble locating the site please call (305) 995-4288.

ATTACHMENT 17 –REGISTRATION INSTRUCTIONS

PERISCOPE S2G REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the Periscope S2G system (previously known as BidSync), you must complete the registration form. Once your application has been submitted, the activation process may take up to 24 hours.

1. Navigate to the Periscope S2G page by going to:

<https://prod.bidsync.com/miami-dade-county-public-schools>

2. Click on **Register For Free**.
3. On the **Account Information** page, fill in your **E-mail address**. The system will determine if this email address is already associated with an existing account.
4. Once your email address is confirmed as **not** already registered, enter in the rest of your user information.
5. Enter in demographic information and check the box indicating agreement and understanding to the Terms and Conditions of use.
6. An email is sent with a link to verify your email address and begin setting up your business profile.
7. If you need to have your account confirmed immediately, or if you need further assistance, please contact Periscope S2G Support at (800) 990-9339.

DEMANDSTAR REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to:

<https://www.demandstar.com/app/registration>.

2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent for you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305