REQUEST FOR PROPOSAL NO. 003-NN03

Miami-Dade County Public Schools

School Board Administration Building
1450 Northeast Second Avenue
Miami, Florida 33132

Direct all inquiries to Procurement Management Services:

BUYER: Vanessa Flores, CPSM, C.P.M.

E-MAIL ADDRESS: vyflores@dadeschools.net

PHONE NUMBER: (305) 995-1379

FAX NUMBER: (305) 523-2331

TDD PHONE: (305) 995-2400

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO. 003-NN03

MAINLINE FOOD AND DISTRIBUTION SERVICES

Proposals will be accepted until **2:00 PM, (Local Time) on April 2, 2013,** in the Division of Procurement Management, School Board Administration Building, 1450 N.E. Second Avenue, Room 352, Miami, Florida, 33132, at which time they will be publicly opened and may not be withdrawn for one hundred twenty (120) days from that date.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
RFP NO. NO. 003-NN03 MAINLINE FOOD AND DISTRIBUTION SERVICES

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) **April 2, 2013**, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED THEIR PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER 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 PROPOSERS 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.

LEGAL NAME OF AGENCY OR

PROPOSER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED_____

TITLE: _____

INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.

B. IDENTIFICATION. Failure to indicate the Proposer's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

A. Number of Proposals:

A total of **TEN** (10) copies, of the Proposal must be submitted as follows:

* The original proposal in a sealed envelope or box marked "Original."

** **NINE** (9) copies of the proposal in a separate sealed envelope or box marked "Copies".

*** **One** (1) copy of the proposal on CD or USB Flash Drive.

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. (Local Time) **April 2, 2013.**

III. CHANGE OR WITHDRAWAL OF PROPOSAL

A. PRIOR TO PROPOSAL OPENING. Should the agency or individual proposer withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to **April 2, 2013.** The agency or individual proposer's name and the proposal number should appear on the envelope.

B. AFTER PROPOSAL OPENING. After **April 2, 2013**, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website www.dadeschools.net

B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6320. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal written protests will be reviewed by Procurement Management Services who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest if not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

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

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

V. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities,

and to request re-bids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

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

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by The School Board of Miami-Dade County, Florida. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

VII. PUBLIC ENTITY CRIMES

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

VIII. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the proposal that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and

may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

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

Each offerer and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor 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

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

IX. CONE OF SILENCE

BOARD RULE POLICY 6325

The School Board of Miami-Dade County, Florida, 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 which ends the solicitation and review process. All provisions of School Board Rule Policy 6325, apply.

Any violation of this rule shall be investigated by the School Board's Inspector General and shall result in the disqualification of the potential vendor from the competitive solicitation process, rejection of any recommendation for award to the vendor, or the revocation of an award to the vendor as being void, rendering void any previous or prior awards. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

X. 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 Proposer agrees that, if Proposer receives remuneration for services, Proposer and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board policies prior to providing services to the School Board of Miami-Dade County, Florida.

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

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

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender

public registry maintained by the United States Department of Justice. Proposer will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Proposer 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. Proposer agrees to require all its affected employees to sign a statement, as a condition of employment with Proposer in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Proposer/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. Proposer 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. Proposer 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. Proposer further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Proposer to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

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

COMPLIANCE WITH SCHOOL CODE

Proposer 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 Proposer 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.

XI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or

attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

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

XII. PUBLIC RECORDS LAW

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

XIII. MISSING DOCUMENTS

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents. Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within two business days. Incomplete or noncompliant proposals may be disqualified.

XIV. ASSIGNMENT

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

XV. CANCELLATION OF PROPOSALS

Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Instructions To Agency/Proposer for receipt of proposals, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1) The Board no longer requires the supplies, services, or construction;

2) The Board no longer can reasonably expect to fund the procurement;
3) A review of a valid protest filed by a proposer 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.

When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any proposals received for the cancelled solicitation shall be returned to the proposer unopened.

XVI. TERMINATION FOR CONVENIENCE

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

XVII. DEBARMENT

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

XVIII. PURCHASES BY OTHER PUBLIC AGENCIES

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

The School Board reserves the right to further negotiate prices provided other agencies piggybacking from the District's contract results in increased quantities.

District's piggybacking from this contract shall notify M-DCPS to allow for further negotiations. *

XIX. 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.

XX. COMPLIANCE WITH LAWS

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

XXI. DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Vendor who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with Miami-Dade County Public Schools. Proposals received from vendors with an inactive status will be considered nonresponsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other then his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida is required to register with the Division of Corporations.

XXII. 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 proposer shall comply with all applicable provision of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction)

XXIII. LOBBYISTS

Board Policy 8150, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at:

http://www2.dadeschools.net/schoolboard/rules/

XXIV. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

Specific Authority: 1001.41(1) (2); 1001.42(22); 1001.43(10) F.S.
Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.
History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
New: 6-18-03

Revised 02/10

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Policy 6460, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FM-3191 Rev. (07-09)

REQUEST FOR PROPOSALS NO. 003-NN03

MAINLINE FOOD AND DISTRIBUTION SERVICES

1.0 NAME AND ADDRESS OF REQUESTER

Miami-Dade County Public Schools
Department of Food and Nutrition
7042 West Flagler Street
Miami, Florida 33144

2.0 INTRODUCTION

2.1. This is a Request for Proposal (RFP) for **MAINLINE FOOD AND DISTRIBUTION SERVICES** for the School Board of Miami-Dade County, Florida (the Board), the governing body of the School Board of Miami-Dade County, Florida (the District).

2.2. The purpose and intent of this RFP is to seek qualified distributors to purchase and deliver Food and Food Supply Products, including, but not limited to, main entrée, beverages, grocery/staple items, produce and paper products for use in the National School Lunch and School Breakfast programs in Miami-Dade County Public Schools (M-DCPS). The contract will also include the storage and delivery of USDA commodity foods and commodity processed products as well as opportunity and special buy foods. Distributors must commit to maintaining and enforcing the highest levels of service quality and standards for the entire term of this contract and any subsequent renewal periods.

2.3. Distribution of the specified products will be made to M-DCPS's approximately 392 school sites.

2.4. The Board will request services as needed during the term of the contract, and reserves the right to negotiate with the proposer, as deemed necessary for the Board to receive the best value.

3.0 GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT

3.1. Miami-Dade County Public Schools, America's fourth-largest school system with a diverse enrollment of more than 345,000 students representing 160 countries, offers innovative educational programs at its 392 schools, including elementary, middle, senior high schools and alternative specialized and vocational centers. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages.

3.2. Miami-Dade County Public School's Department of Food and Nutrition is to promote excellence in food and nutrition services as an integral part of education, by having nutritious school meals and nutrition education programs available for all children regardless of economic status, cultural diversity or special needs.

3.3. To safeguard the nutritional integrity and well-being of children in Miami-Dade County Public Schools, through the management of school food service and nutrition education programs consistent with their nutritional needs, by serving nutritionally adequate meals. The M-DCPS Wellness Policy can be found by visiting: http://nutrition.dadeschools.net/Wellness.asp

3.4. M-DCPS anticipated entitlement dollars from USDA for the 2013 program year is approximately $8,000,000. These entitlement dollars are used to request RAW USDA Commodity Foods for Processing into finished end product items. Mainline and distribution expenditures for M-DCPS are estimated at approximately $37,000,000.

4.0 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

4.1. All information packages should be received no later than 2:00 PM, on April 2, 2013.

4.2. The District will not allow Proposals to be submitted after the closing date and time.

4.3. All proposals must be signed by an officer or employee having authority to legally bind the Responder(s).

4.4. Information packages not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Board.

4.5. In order to maintain comparability and enhance the review process, it is requested that information packages be organized in the manner specified below. Each section **MUST be separated by a tab, insert and/or divider** with the following information:

4.5.1. Title Page: Show the date, RFP number, subject, and the responder's name, address, telephone number, and email address.

4.5.2. Table of Contents: Include a clear identification of the material by section and by page number.

4.5.3. Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the responder(s) and their titles, addresses and telephone numbers.

4.5.4. Request for Proposal: Required Response Form with all required information completed and all signatures as specified.

4.5.5. Experience and Qualifications of the Firm: The proposer must possess at minimum the qualifications listed in section 19.3. The information referenced in section 19.3 must also be included as part of this section of the proposal package.

4.5.6. Description of Facilities and Fleet Information: The proposer must provide the requested information in section 26.0 with their proposal. Proposer must also provide evidence that the company has the ability to service this contract by listing the quantity and capacities of trucks to be assigned to school deliveries as specified in this RFP and including the information in this section of the proposal package.

4.5.7. Pricing: Proposer must include all the requested information in section 21.0. This section of the proposal package must also include the price proposal form attachment with the proposer's pricing as listed.

4.5.8. Delivery and Distribution Plan: The proposer shall submit a delivery and distribution plan with their proposal. The plan must, at a minimum, show the location(s) and capacities of the distribution center to be used to supply the school district and each individual school as well as the lead time needed by the distributor for the District to order prior to delivery. The plan must also include and comply with all the information requested in sections 24.0 and 25.0.

4.5.9. Inspection Reports: Verification of compliance with OSHA General Duty clause or a copy of the most recent OSHA Inspection report.

4.5.10. Marketing Plan and Strategy: Proposer must include examples that will be implemented of Marketing Strategies that will increase student participation and menu enhancement, opportunity and special food buys. This section must also include any information requested in section 28.0.

4.5.11. Implementation Plan and Strategy: The District intends to award this contract at the May 8, 2013 Board Meeting. Proposers must provide an Implementation Plan and Strategy that will be fully operational for the new 2013-2014 school year, no later than August 13, 2013. A detailed Implementation Plan and Strategy must be included in this section of the proposal package. The details shall include, but are not limited to the following:

- Delivery route plan/set-up
- Food order plan and process
- IT department/electronic communication set-up plan
- A complete description of the set-up process for a fully operational process from beginning to end for the upcoming 2013-2014 school year

- Compliance with sections 22.0 and 23.0
- Any other information that will aid the evaluation committee's understanding of the proposer's implementation plan

4.5.12. Financial Information: Dun & Bradstreet Business Information Report and Profit & Loss (P&L) report, or comparable report.

4.5.13. Insurance: Provide proof of responder's insurance as required in Section 10.0 of this RFP or submit a letter of responder's intention to have the required insurance within ten days of notification of award by the District.

4.5.14. Product Information: Proposer shall include the product pricing form along with the product information as listed on the attached list.

4.5.15. USDA Certification Documents: Proposer shall include a signed copy of the attached USDA Form AD-1048.

4.5.16. Ten (10) copies of the proposal, one of which must be an original, and one (1) CD or USB Flash Drive containing the contents of the proposal, must be received by 2:00 p.m. (Local Time) on April 2, 2013, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 NE Second Avenue, Room 352
Miami, Florida 33132

4.5.17. The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the proposers. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked "**MAINLINE FOOD AND DISTRIBUTION SERVICES.**" It is anticipated that a proposal(s) may be presented to the School Board for acceptance on or about May 8, 2013. If accepted, notification to the successful proposer(s) will be on or after May 8, 2013. The School Board reserves the right to reject any and all proposals.

5.0 IMPLEMENTATION SCHEDULE

The District will attempt to use the following implementation schedule which will result in selection of a responder(s) as follows:

Posting of Request for Proposal:	March 5, 2013
Deadline for Questions:	March 15, 2013

*Pre Proposal Conference:	March 20, 2013
Opening of Proposals:	April 2, 2013
Evaluation of Proposals:	April 11, 2013
Oral Presentations (if required):	April 18, 2013
Recommendation for Award:	May 8, 2013

PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for March 20, 2013, at 9:00 a.m., Department of Food and Nutrition, located at 7042 W. Flagler Street, Miami, FL 33144 (entrance on SW 4th Street). Pre-proposal conference attendance by the prospective Proposer or qualified representative is highly recommended. Questions regarding this Request for Proposal will be addressed at the pre-proposal conference.

6.0 PROPOSAL EVALUATION PROCESS

6.1. RFPs are received and publicly opened. Only names of responders will be read at this time.

6.2. An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. They may conduct site visits as needed. Procurement personnel will participate in an advisory capacity only.

6.3. The Evaluation Committee reserves the right to interview any or all responder(s) and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written information package received.

6.4. The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer.

6.5. The Purchasing Department will prepare and submit an agenda item to the Board for award of any contract resulting from this RFP.

7.0 ORAL PRESENTATION

7.1. Responders who submit proposals in response to this RFP and are selected by the Evaluation Committee may be required to give an oral presentation of their proposal to the Evaluation Committee on April 18, 2013. This will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm

and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The presentation should focus on delivery efficiencies; cost/benefits; experiences with school district's and specifics affecting services such as USDA commodities – direct shipped and processed (NOI); product quality – commercial items/distributor choice items specifications, branded or not, examples – cereals, juices, water, dairy products, dressings and condiments, jams/jellies, - items important to the program that will enhance and present positive perceptions at a cost efficient difference. Assistance with marketing and merchandising and student focus groups with manufacturers that will enhance participation and services. The presentation should be limited to approximately 10 minutes with an additional 5 minutes for questions and answers.

8.0 EVALUATION CRITERIA

8.1. The Evaluation Committee shall rank all proposals received that meet the submittal requirements. The following factors will be considered in ranking the information packages received. Conforming proposals will be scored a maximum of 100 points based on the following point guidelines:

8.2. ***Implementation, Marketing, Delivery and Distribution Plans (Maximum - 25 Points)***

Proposals will be evaluated against the responses provided related to responsiveness of the proposal in clearly stating an understanding of the services to be provided within the established timeframes and ability to meet the needs of the District. This will also include the evaluation of Marketing Strategies with the focus **to increase student participation and menu enhancement, opportunity and special food buys.** All information submitted in the proposal packages as part of sections 4.5.6, 4.5.8, 4.5.10 and 4.5.11 will be reviewed and evaluated as part of this section of the evaluation criteria.

8.3. ***Qualifications and Experience (Maximum - 20 Points)***

Proposals will be evaluated against the responses relating to the background, qualifications, experience, skills, past performance, and/or expertise in the area of food commodity processing. All information submitted in the proposal packages as part of sections 4.5.5, 4.5.12, and 4.5.13 will be reviewed and evaluated as part of this section of the evaluation criteria including responses to questions in Section 19.4.

8.4. ***Costs (Maximum - 45 Points)***

Proposed cost. Proposals will be evaluated against the Proposer's breakdown of fees and response provided by the proposer, including delivery fees. Proposers will be required to bid on all items of the price sheet in order for the evaluation to be performed. All information submitted in the proposal packages as part of section 4.5.7 will be reviewed and evaluated as part of this section of the evaluation criteria.

8.5. ***Product Acceptability (Maximum - 10 Points)***

If requested, proposers shall submit within five (5) business days of request, samples of requested items. Products may be submitted to a Product Acceptance Committee for review and compliance with specifications and student acceptability rating. Proposals failing to meet the overall score of 70% will not be considered for further evaluation of the proposal. All information submitted in the proposal packages as part of section 4.5.14 will be reviewed and evaluated as part of this section of the evaluation criteria.

		MAXIMUM POINTS
A.	**Implementation, Marketing, Delivery and Distribution Plans**	**25**
B.	**Qualifications and Experience**	**20**
C.	**Costs**	**45**
A.	**Product Acceptability**	**10**
	Total	**100**

8.6. The Evaluation Committee will consist of the following members or their designees:

- Representatives, M-DCPS Department of Food and Nutrition (2);
- Representative, M-DCPS School Operations;
- Representative, M-DCPS Office of Economic Opportunity/W/MBE;
- Representative, M-DCPS Office of Treasury Management; and
- Representative, M-DCPS Procurement Management Services (Non-voting);

8.7. The school district reserves the right to reject any and all proposals submitted, or any phase thereof. When the final selection is made and awarded by the Board, a professional services agreement acceptable to the Board Attorney will be entered into with the successful proposer. The information contained in this proposal is supplied as an aid to the proposer in determining whether it will be able to supply the services, which may be required by the Board.

9.0 EQUAL EMPLOYMENT OPPORTUNITY

9.1. Equal Employment Opportunity - It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

10.0 INSURANCE REQUIREMENTS

10.1. At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

10.1.1. Professional Liability Insurance in the name of the proposer with limits of liability not less than $1,000,000 per wrongful act.

10.1.2. Commercial General Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

10.1.3. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

10.2. Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

10.3. Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

11.0 INDEMNIFICATION

11.1. To the fullest extent permitted by law, the Vendor 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 Vendor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other

persons employed or utilized by the Vendor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor 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 Vendor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

11.2. DUTY TO DEFEND: The Vendor 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 Vendor's performance under this Agreement.

11.3. The Vendor shall assume full responsibility for and shall indemnify the School Board for any and all loss or damage whatsoever kind and nature to all School Board property which is in his custody for service under this agreement resulting in part from the negligent act or omission of the vendor, employee, agent or representative of the vendor.

12.0 SUB-CONTRACTS

12.1. Subcontracting of any services under this contract is prohibited.

13.0 USE OF OTHER CONTRACTS

13.1. The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per School Board policy and/or Florida Department of Education Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately solicit any single order or to purchase any item on this RFP if it is in its best interest to do so.

14.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

14.1. The responder(s) shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

14.2. The responder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

15.0 AGREEMENT

15.1. A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The information package, all attachments, any addendum released, negotiated, and the corresponding purchase order will constitute the complete agreement between responder(s) and the Board. Should there be any conflict between the terms of the RFP, response to the RFP, and the terms of the contract, the terms of the contract shall be final and binding and the RFP shall control where in conflict with the information package, and not addressed in the contract.

16.0 AWARD

16.1. The Board reserves the right to accept or reject any and all responses.

16.2. The Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all information packages.

16.3. The Board reserves the right, before negotiating the contract, to require responder(s) to submit evidence of qualifications or any other information the Board may deem necessary.

16.4. The Board, through its designee(s), reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

17.0 TERMS OF CONTRACT / RENEWAL

17.1. The term of the contract shall be for three (3) years from date of award, and may, by mutual agreement between the Board and the awarded responder(s), be renewable for two (2) additional one-year periods. The Board, through the Procurement Department, will, if considering renewing, request a letter of intent to renew from the awarded responder(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. All prices shall be firm for the term of the contract. The awarded responder(s) agrees to this condition by signing its information package.

17.2. The fixed delivery fee and fixed storage fee must remain fixed for the initial three (3) year contract. The fees will be reviewed at the end of the three (3) year term for

possible adjustments. The District will accept fee reductions at any time during the contract terms.

17.3. Product pricing must remain fixed for an initial one (1) year period with an option for annual adjustments based on verifiable market changes. Documentation must be provided by the awarded proposer.

17.4. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services whichever is more stringent. The Board shall have the right to cancel the agreement for unacceptable performance at any time, giving the other party thirty days (30) prior notice.

17.5. The estimated quantities that will be purchased during the bid period of one (1) year are indicated on the proposal price sheets. Please note that these are estimates only and in no way obligate the School Board to purchase these amounts. These estimates are intended as a guide in submitting a proposal. The actual quantities purchased under this contract may be more, or less than estimated quantities. Overages of items will not be picked up by the School Board at the end of the buying cycle of the bid.

18.0 RFP INQUIRIES

18.1. Any and all questions pertaining to this RFP must be submitted no later than 4:00pm (Local Time) March 15, 2013, via e-mail, to the individual listed below:

Ms. Vanessa Flores, CPSM, C.P.M.
Procurement Management
Miami-Dade County Public Schools
1450 N.E. Second Avenue, Suite 362
Miami, Florida 33132
Telephone (305) 995-1379
E-mail: vyflores@dadeschools.net

18.2. The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Responses to questions will be posted to M-DCPS's website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:
http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

18.3. No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Board.

19.0 SCOPE OF SERVICES

19.1. Definitions:

A. Distributor: The term distributor is defined as the firm or individual with whom the District will enter into a contract with. They will provide goods and perform services as described herein. The successful distributor will be paid the cost of each item ordered for the schools plus the per case delivery fee, if applicable, submitted with their proposal.

B. Manufacturer: The term manufacturer is defined as a firm or individual who has been awarded a fixed price for product(s). This contract is for a specified time period and is for those products required by the District. The Distributor will order product(s) from the manufacturers at a fixed cost. These products may include, but not be limited to, meat, frozen and fresh food items, USDA commodity donated foods, paper products and chemicals.

C. Buyer: The term buyer, who is an employee of the distribution service, is defined as the person whose function it is to secure all products required for the District as required in this RFP.

D. Allowable Cost: Costs that will be paid to the distributor net off discounts, rebates, and other applicable credits include, but are not limited to, price reductions due to product promotions, volume Procurement, on-line ordering or other electronic ordering systems, and prompt payments or advance payments, all of which have the result of lowering the price of the commodities purchased by the District.

E. Proposal: is a formal solicitation to provide goods and services as specified.

F. Proposer: means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

G. Will Call Orders: are orders that are required immediately. They are communicated to the Distributor and are picked up by the District representative or delivered by the awardee, as arranged with the M-DCPS Department of Food and Nutrition representative.

H. Cooked/Raw: Meats, poultry and seafood are deemed to be raw (uncooked) unless the term "cooked" is used. The term "cooked" when used by the School District, implies "fully" cooked unless a lesser degree of doneness is specified.

I. IQF: "Individually Quick Frozen" means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a

freezer tunnel, either by air blast, nitrogen or carbon dioxide.

J. M/MA: Meat or meat alternative as approved by the USDA-FNS guidelines.

K. Portion: The size of the finished product required for a single serving.

L. Pieces Per Portion: Number of pieces of the finished product (nuggets, for example) required to make a portion.

M. Grain/Bread: Grain or bread as approved by USDA – FNS guidelines

N. Imported Products: Except for items such as coffee, pasta, coconut, mandarin oranges, olives, and pineapple, normally not produced in the U.S. commercially, the distributor shall not deliver imported products without pre-approval from The District.

19.2. Other Requirements: The awarded Distributor will charge the District a fee per case for product. The fee to the District will include all costs to the District that are associated with this contract. The awarded distributor shall solicit competitive bids from manufacturers and purchase food and supplies as required by the District. Once the products have been identified and approved by the District, the distributor will order, receive, store and distribute products as directed by the District.

19.2.1. While the greatest demand for products and services will be from the School Food Service Department, the result of this solicitation will be a contract with the District. Departments and Schools may purchase and utilize this contract. Other departments purchases may include, but are not limited to; emergency supplies, FCAT snack product, culinary food and supplies. The vast majority of these items would come from awardees normal product stock. Invoices and payment inquiries should be directed to the school/department that placed order/receives product. Purchase orders and P-card may be used to facilitate payment.

19.2.2. The District will work with the distributor in the spirit of cooperation in order to acquire the best product at the best cost. The distributor will lend their experience and expertise to purchase the product requested. Purchases shall be made in the most cost effective manner. The Distributor must award their bid to the lowest best cost per equal increment of product that meets or exceeds specification, terms and conditions. The distributor must bring to the District's attention all rebates, incentives or any other form of remuneration which in effect lowers costs to the distributor. The distributor must pass on to the District fair compensation for rebates or bill-backs from manufacturers.

19.2.3. The awarded distributor will be required to partner with manufacturers to promote the introduction of new items, share the District's direction on

product development and solve problems relating to product and quality. While Procurement and researching products, the Distributor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the District.

19.2.4. The awarded distributor will be required throughout the term of the contract to provide strategies to the District (Department of Food and Nutrition) to improve the food quality and/or provide strategies to reduce costs to the District. These strategies will be reviewed by the District and may or may not be utilized.

19.2.5. The Distributor shall provide customer service to the School District to include, but, not limited to: coordinate the ordering, pricing and delivery of all products, as well as assist in selecting and managing products for all menus. The Distributor's representatives shall be responsible for interacting with individual school managers, District food services staff, and Distributor's headquarters.

19.2.6. The following responsibilities are critical to the District’s successful operation:

A. Orders: Review and consolidate orders from schools, screen orders, discuss orders with District staff on a weekly basis; review orders against inventories of USDA commodities; transmit orders electronically to the Distributor's headquarters with adequate lead time for ordering. It is the full responsibility of the Distributor that orders are covered under all circumstances.

B. Issues/Problems: Discuss with Distributor's headquarters substitutions and shortages; facilitate approval of substitutions; finalize orders for delivery; after deliveries are made review discrepancies with respect to shortages, errors and pricing mistakes and coordinate scheduling of emergency deliveries, process add-ons and schedule will call orders, as needed.

C. Menus Analysis: Evaluate and determine Procurement requirements against cycle menus, screen cycle against commodities in inventory or an order; submit requirements to Distributor's headquarters in advance of need, coordinate determining quantities for special menu item in order to ensure products are received on time.

D. Review Reports: Track invoice prices and compare contract price; track usage figures by District and by school.

E. Market Orders: Screen orders, discuss orders with District staff on a weekly basis, ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery, and screen delivered orders for shortages, errors, and pricing mistakes.

19.3. Profile and Qualifications:

19.3.1. Availability: The successful proposer will maintain an office conveniently available to the schools with an organizational structure to include a supervisor and a dedicated District contract representative. Please provide proof along with your proposal package.

19.3.2. No company's proposal shall be considered unless all facilities and vehicles are available for unannounced inspections by District personnel.

19.3.3. Service Level Performance: The successful proposer must maintain a minimum on time fill ratio of ninety seven percent (97%). Failure to maintain the on time fill ratio or repeated failure to comply with any of the terms and requirements of the bid will indicate non-conformance to contract conditions and may result in the District exercising its option to terminate the contract.

19.3.4. Proposer shall submit three (3) letters from other customers of similar size dated within the current calendar year. Do not submit a list of references, but rather a detailed letter from that customer.

19.3.5. State the experience your firm has had in the last three years with clients the size of the School District.

- Give examples of any conflicts or issues that have arisen and how they have been resolved by your company.

- Give examples of how the business relationship transpires with each client, from ordering process to delivery details.

19.3.6. Proposers must provide proof of application to the Florida Department of Agriculture and have been approved by the USDA for a State of Florida Commodity Processing Agreement.

19.3.7. The contractor shall hold an appropriate occupational license. The license must be valid at the time of the bid opening. A copy must be provided with the proposal and updated annually. The Contractor shall notify the District if any change occurs in regards to licenses.

19.3.8. Proposer shall give the names of the individuals who will be assigned to service this contract and provide documentation to substantiate their qualifications, such as resume, certifications, etc.

19.4. Please answer these questions and/or address these subjects as part of your proposal package. This information will be used in the evaluation process.

19.4.1. Company as an Entire Entity

1) Is your Company publicly or privately held?

2) How many truckloads of product flow through your company annually and how does this volume affect your pricing structure?

3) State your entire Company's Gross Sales.

4) State the experience your company has had in serving School District's of a similar size as Miami-Dade County.

5) What audit compliance system do you have in place? Explain.

6) What Quality Assurance Programs does your company have in place? Explain.

7) Does an outside third party inspect your Facility? If so, who? Provide copies of their reports for the past 12 months?

8) Are all of your company's facilities and vehicles available for unannounced inspections by District personnel?

9) Provide HACCP Plan.

10) Provide OSHA Inspection Reports for the past 12 months.

11) Provide Pest Control Inspection Reports for the past 12 months.

12) Provide names and percentage of Distribution Center staff who have completed ServSafe or other industry accepted safety and sanitation certification courses.

13) Provide Distribution Centers' product recall procedure.

14) What additional value-added service and/or training programs do you currently have in place? Would they be available to Miami-Dade County?

15) Describe the capacity (frozen, chilled, dry) at Proposed Distribution Center's to handle contract volume

16) Describe your company's electronic communication capabilities

19.5. Product Solicitations

19.5.1. The awarded Distributor will solicit and record bids from manufacturers to determine the low bidder. Upon the award of this RFP the Distributor will provide a product pricing spreadsheet. The awardee will be required to complete the spreadsheet provided to including unit cost, pack size and product code of all items. Units may be expressed as case, each, pound, serving, gallon, etc. Pack size shall be the number of units in the pack offered. For example: If an item description call for six #10 cans and the unit specified is case and you offer a pack size of four #10 cans, you must enter a Pack Size of .6667. If the unit size is each and you offer to deliver the units 48 to a case, you must enter a Pack Size of 48.

19.5.2. Product Specifications: The Product Specifications lists the products and quantities that the District expects to purchase. These specifications are to be used by the distributor in their bidding process.

19.5.3. Inconsistencies: If an inconsistency exists between a product description and a pre-approved brand, the approved brand will prevail. The decision as to whether a product does or does not meet the requirements is at the discretion of the District. The proposer may be requested to furnish acceptable confirmation from the manufacturer that the product does or does not meet the requirements set forth.

19.5.4. Initial Distributors' Submittal: The District shall review the proposal in terms of unit costs and conformation with the requirements as specified. In addition, a review will be made of the conformance of the products offered with the product requirements as related to grade, standards, product source and content. The distributor shall provide to the District with the product data sheets, to include ingredient statement, nutrition statement and allergen worksheet. USDA certificates of grade or compliance must be supplied upon request. Product samples, if requested, shall be provided within three (3) working days. Product Data Sheets, samples and attachments are to be furnished at no additional cost to the school district.

19.5.5. Product Bids: The awardee shall solicit competitive, firm pricing from manufacturers for the items identified by the District on the attached spreadsheet, and additional products as specified by the District. The awardee shall solicit costs for three or more approved brands. A single brand is inferred whenever one item is listed, but this product must still be bid with the term "or acceptable equal" accompanying it. All products must be competitively bid, to include Commodity Processed Product and "mimic" purchased product.

19.5.6. Acceptable product clause; an acceptable product is one that meets or surpasses the specification. The School Food Service Department will approve or reject all products bid prior to the bid award.

19.5.7. Subsequent Product Bids; the Distributor will work with the District to establish timeframes for the product bids. The Distributor, in conjunction with the District and with its approval, will need to establish acceptable bidding intervals. The distributor is expected to comb the supply sector for "Best Buys", and provide adequate lead-time in soliciting re-bids.

19.5.8. Brand Names and product numbers listed on the attached proposal response form are examples of acceptable product brands. They are not intended to limit competition and do not indicate the minimum quantity required for each product.

19.5.9. Unless specified elsewhere, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are descriptive, not restrictive. The successful proposer may propose any product that meets or exceeds the applicable specifications as an alternate if not listed as a "specified product." The successful proposer shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test date, etc. The School Board shall determine in its sole discretion whether a product is acceptable as an equivalent. For consideration of an "Approved Equal", a sample must be submitted as requested. Proposals failing to meet the overall score of 70% product acceptability will not be considered for further evaluation of the proposal.

19.5.10. Throughout the term of the contract, The District reserves the right to purchase products created as marketing strategies to increase student participation in the school food programs.

19.5.11. The District reserves the authority to add or delete items based on acceptability of product. The District can at its discretion solicit quotations from awarded proposer(s) for non-awarded products. All quotations shall be kept on file throughout the term of this contract. The Department of Food and Nutrition, will determine the selection of the products to be used and the additional item(s) purchased. All contract conditions and requirements will apply to any quoted item(s).

19.5.12. Annually, on April 30 the distributor must provide the District with new bid pricing, if applicable. This timeframe will allow the District adequate opportunity to compare product costs. Once the District has reviewed the products they will be considered approved for purchase. The initial bid tabulation can be discussed during contract negotiations.

19.5.13. Product non-approval; if a product is not approved prior to the end of the bid cycle, the distributor maybe asked to purchase a 30 to 60 day supply or quantity approved by the District, to allow additional time to review and approve products, prices and re-bid if necessary. If the distributor is at fault for the delay or non approval of cost changes, the distributor shall charge the lower of the prices until the changes have been approved.

19.5.14. Cost Cancellation: Whenever a manufacturer increases pricing, prior to expiration of the contract, the distributor is required to either re-solicit the products or move to the next lowest bidder on the contract, if the contract allows it.

19.5.15. Successful proposer shall extend during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful proposer's responsibility to monitor these item(s) and report any that are or will be offered at a lower price. All bill-backs (credits) must be credited to District.

19.6. Procurement of New Products

19.6.1. New products are evaluated every six (6) months and prior to upcoming pricing period. Criteria used in selecting products for testing include, but are not limited to: portion cost, nutritional analysis, menu needs, a la carte menu needs, student acceptability of similar products, current mix of products, etc. The FNS District Office reserves the right to test products believed to best serve the goal of providing quality products to the students. If samples are requested, the company representative will be notified to provide sealed, full-case sample(s) to the Food and Nutrition office for designated school site(s) to conduct further testing. The FNS District Office reserves the right to add/delete items throughout the contract period.

19.7. Samples should be submitted according to the District’s Food and Nutrition Services Department testing procedures. New items approved as acceptable brands may be purchased during this contract period.

19.8. Samples for testing shall be provided at no cost to the District. Each sample should include the product nutrition information and allergy information.

19.9. If product is approved, manufacturers shall submit a copy of their published supplier’s price list, minus any discounts, to the District’s Food and Nutrition Services Department.

19.10. Distributor shall submit a quotation for the applicable fixed fee for the

new item for review and approval by District Officials.

19.11. The District reserves the right to “shop the market” to locate the most competitive product.

19.12. Purchase prices for new items will be determined by supplier’s price plus the distributors fixed fees.

19.13. Processed USDA Donated Commodity Products

19.13.1. The successful bidder shall receive commodity foods for storage, delivered to their warehouse by, but not limited to, the US Department of Agriculture under consignment to the School District of Miami-Dade County.

19.13.2. Receipt of all USDA Commodities including processed commodities shall be reported weekly to the Department of School Food Service by e-mail.

19.13.3. Upon receipt of federally donated commodities for the District, the successful bidder shall be responsible for inspecting the cases/cartons, etc., for product identification, visible damage, shortages or overages and to note any such discrepancies on all shipments. This applies to rail, truck, container shipments or any other manner in which the commodities are shipped.

19.13.4. Damaged products are not to be accepted into storage except upon permission from the District. All instances of damages, shortages, or overages connected with incoming shipments must be reported in accordance with USDA guidelines and on the ECOS and/or Web Based Supply Chain Management (WBSCM).

19.13.5. The successful proposer shall follow the instructions as presented in the “Florida Recipient Agency Procedures Manual” specifically in regards to Electronic Commodity Receipting Responsibilities (250.14-1Q). The successful bidder shall be responsible for any demurrage charges which may accrue as a result of negligence or failure to unload product within the allotted free time.

19.13.6. Shipments containing damaged products or shortages received shall first be reported to the carrier for inspection prior to unloading. A call will be made to the Director of School Food Service or designee, advising them of the existing situation, the products involved and the count of each item as noted. Damaged items shall be separated by shipment and labeled with date and a withdrawal ticket covering damaged items signed by the carrier. If any commodities tendered by

the delivering carrier at the time of such delivery are broken, destroyed, lost or damaged in any way, the successful bidder shall immediately notify the coordinator or designee of Bureau of Food Distribution, Tallahassee, Florida, and the delivering carrier in writing of such shortages or damages, thereby relieving them of any liability thereof. All such shortages and/or damages shall be fully documented so as to form the basis for claims against the delivering carrier. All breakages, shortages and damages which are not adequately documented and reported shall be the liability of the successful bidder. These reports are to be forwarded to the Department of School Food Services. Damages to commodities shall be rejected immediately and the carrier papers so noted. Documentation must be forwarded to the School Food Service Department.

19.13.7. The Director of School Food Service or designee shall be informed on the same day regarding the extent of damage and its disposition. All instances of damages, shortages or overages connected with incoming shipments must be reported in the Notice of Shipment and Receiving Report within five days following receipt. Cases/cartons shall be marked by the bidders identifying them as property of the District and also identified with the assigned delivery order number.

20.0 QUANTITIES

20.1. During the term of the contract, the District may exceed or not achieve the purchase of the estimated quantities listed in the specifications. The information contained in the specifications (see Attachment) is supplied only as guide to aid the distributor in determining whether it will be able to provide the services, storage, and delivery in the amounts which may be required by the District. The District will work with the awarded Distributor to determine proper inventory levels.

20.2. The Distributor shall guarantee by submitting a proposal to purchase quantities as directed by the District during the term of this contract. The Distributor shall comply with all requirements for each item specified and shall maintain sufficient inventories of each item to provide for scheduled usage by the schools. The Distributor will receive product in a timeframe that protects the District from a shortage of product due to an unforeseen minor event. All products should be scheduled for receipt in a timeframe that allows for correction of this type of issue. The Distributor will also maintain a minimum of one menu serving of an entrée, designated by the District, for emergency distribution.

20.3. Substitutions: Substitutions cannot be made on bid awarded items. If the contract allows, the product can be purchased from the next lowest vendor.

21.0 COSTS TO DISTRICT

21.1. Prices quoted on the Product Proposal Form shall include all shipping costs, shipping F.O.B. Destination and to the facility location specified on the Purchase Order. M-DCPS requires a firm fixed price per unit (total price per portion that includes the Donated Food Value). There will be NO MINIMUM delivery requirements or fees. Proposer will be responsible for the supplying of any labor, materials or equipment required for off - loading and placement of items as directed. Pricing on the attached product list shall remain fixed for a one-year period with an option for annual review based on verifiable market changes.

21.2. Fixed delivery fee per case: The fixed delivery fee per case shall remain firm for at least three (3) years from effective date of this proposed contract. The fixed delivery fee shall be submitted in dollars and cents, and NOT as a percentage (%).

21.3. Fixed storage fee per case: The fixed storage fee per case shall remain firm for at least three (3) years from the effective date of this proposed contract. The fixed storage fee shall be submitted in dollars and cents, and NOT as a percentage (%), for USDA direct ship only after 60 days of receipt of order.

21.4. Additional Services: The additional services and any special handling fees shall remain firm for at least one (1) year from the effective date on the proposed contract. Example – special and/or opportunity product buys that would be cost beneficial and appealing to students but meets the district's Wellness Policy.

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

21.6. Invoice Prices: Rounding of individual bid unit cost may be extended to four digits. However, the case cost and total extended cost must be rounded to two digits.

21.7. Fixed Fee Increase: The delivery fee will be fixed for the three (3) year contract period. The District may, in its sole discretion, make an equitable adjustment in the contract terms and / or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following.

21.7.1. The volatility is due to causes wholly beyond the successful proposer's control.

21.7.2. The volatility affects the marketplace or industry, not just the particular successful bidder's source of supply.

21.7.3. The effect on pricing or availability of supply is substantial.

21.7.4. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

21.7.5. *Note: Any adjustment would require irrefutable evidence and written approval by the Director of Procurement for amendment to the contract.*

21.8. Emergency Cost Increases: In the event of a short supply or cost increase caused by an emergency, the distributor will, within 24 hours, present to the District for approval an alternate temporary plan. The nature of the emergency must be adequately explained in writing and be approved in writing by the District.

21.9. Cost Reductions: Alternately, although pricing is fixed for the initial contract term period, M-DCPS encourages awardee to offer any reduction in fees throughout the term of the contract, including the initial term period due to market conditions or any other factor.

21.10. Payment for Product: The Distributor will pay all invoices for product that they receive on the District behalf. Subsequently, the Distributor will invoice the District for product to include the Distributor fee for service.

21.11. The distributor will charge the District net off all discounts, rebates and other applicable credits received by the distributor; to the extent those credits are allocable to the allowable portion of the costs billed to the District.

21.11.1. The distributor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District, the State agency, or the US Department of Agriculture.

21.11.2. The Distributor must be in compliance with any applicable laws as pertains to the District.

21.12. Prohibited expenditures.

21.12.1. School Food Service is not able to pay for goods received by other departments or schools the Distributor must be able to identify Food Service invoice from other District invoices.

21.12.2. Commodity and Commodity Processed products can only be purchased by School Food Service sites unless authorized by the Director of School Food Service.

21.13. Reports/Audits

21.13.1. Price Report: The Distributor must provide a price list for each bid period which lists: the Distributors product number, District product number and total product price to the District to include the distribution charge. This report must be supplied and product price(s) approved before any product can be ordered or purchased on the District's behalf.

21.13.2. Utilization Reports: Upon request by the District the distributor shall provide separate monthly and year-to-date utilization reports by items in terms of units and dollars. The District may require reports for each school as well as for the District as a whole. These reports shall be prepared so that it can be sorted by distributor item number sequence, School District item number sequence, alphabetical by items, or in descending order of dollars spent for the previous twelve months. They must be supplied to the District, electronically, in the form of an excel spreadsheet.

21.13.3. Inventory Reports: An excess inventory report shall be submitted to the District monthly. If these reports are not supplied within 30 days after month end, the District will not take responsibility for any excess inventory at the end of the contract period.

21.13.4. Inventory draw down report: Reports indicating excessive product quantities on hand at the Distributor shall be required for each item on contract by Miami-Dade County School District and assigned to the Distributor for purchase and distribution. Reports shall be submitted by the Distributor at six month intervals. The draw down must be completed in not less than 30 days.

21.13.5. Audits: The District reserves the right to audit all or part of awarded Distributors' financial documents related to this contract.

22.0 INVOICES

22.1. The Distributor will furnish a computerized invoice that will indicate quantities, School Food Service item numbers, unit price and extended price for each item. All invoices submitted by the Distributor shall contain School Food Service item numbers for each line item ordered. The School Food Service item number shall be the predominant number.

22.2. All commodity processed items must list the per case delivery fee on a separate line. This includes Net Off Invoice and Fee for Service commodities.

22.3. On the final page of each school center's invoice, group totals for Food, Non-Food, and Commodities must be furnished. These totals combined must reflect

the total of all of the pages of the invoice. For example:

FOOD $ 1200.00
NON-FOOD $ 800.00
COMMODITY $ 25.00
INVOICE TOTAL $ 2025.00

22.4. The cost to the District shall be calculated as outlined below. The result of the calculation should appear on the invoice. Product cost, plus the fee for service per case rounded to the nearest whole cent, which will be the invoice/delivered cost.

Example #1: Rounding down	Example #2: Rounding Up
Product Cost: $4.184 per Case	Product Cost $4.186 per Case
plus $1.25 markup	plus $1.25 markup
$5.43/Case	$5.44/Case

22.5. Early Payment Terms: Proposers shall provide terms for early payment.

22.6. The proposer shall issue invoices for payment after acceptance of delivery and all documentation as specified by the School District. The District will make payment within thirty (30) days of receipt and approval of invoice or as per contract. School District may choose to use a Purchasing Card in place of payment by check from this solicitation. The proposer, by submitting a proposal, agrees to accept the purchasing card as an acceptable form of payment without imposing any fees. Refusal to accept this condition may cause the proposal to be declared non-responsive.

22.7. The FNS Cafeteria Manager or designated receiver is required to verify prices, total quantities, and condition of merchandise at the time of delivery. Delivery personnel shall cooperate with this process. Under no circumstances shall the successful bidder sell unapproved items or items not on the bid to school sites. Invoices/delivery tickets for unapproved products sold without prior approval from the FNS District Office shall not be paid.

22.8. All payments are based on signed and received invoices/delivery tickets. Invoices/delivery tickets must show product description, company name, product code numbers (if applicable), quantities delivered, unit cost, and total cost. A duplicate copy of invoice/delivery must be left at each site.

22.9. Products rejected at delivery are to be individually credited by marking through the individual product on the original invoice/delivery ticket. Both the FNS Cafeteria Manager and the delivery person will initial the changes. The FNS Cafeteria Manager will adjust the invoice/delivery ticket by subtracting the quantity of the rejected product from the total quantity. For product(s) found to be defective after the delivery, the vendor will issue a credit memo. The credit memo shall reference the original invoice/delivery ticket number and be issued

within 5 business days of request. If the contracted vendor has either delivery processes in place such as hand-held scanners and print-outs, the above procedure still must be followed for the District's approval to pay processes**.**

22.10. The successful vendor shall agree to accept for full credit, the return of any item received which is found by the FNS Cafeteria Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

22.11. Invoice tickets must show Purchase Order Number, Product Description, Company Name, product code numbers, quantities ordered and delivered, pounds shipped, unit cost, total cost and net amount due. FEE for SERVICE Items – Original invoices should be sent to the Department of Food and Nutrition, 7042 W Flagler Street, Miami, Florida 333144 – Attention: Director of Food and Menu Management.

22.12. The successful proposer shall be required to submit to the Food Service Director or designee a detailed listing (by District only, not by individual school) of the product delivered. The usage reports must also include non-bid items delivered and these items shall be set apart from bid award items. The monthly and cumulative reports shall be submitted on a monthly basis, due by the 10th of the following month.

23.0 ELECTRONIC COMMUNICATION: CAPTURING ORDERS AND BILLING

23.1. The Distributor is required to receive and upload weekly orders electronically.. Any ordering and invoicing system must be approved by the District and have the capability of interfacing with District inventory systems. The Distributor must have a minimum of 24 months of successful experience with electronic ordering with a school district or other multi-unit customer that submits weekly orders after District approval. Please provide name of School District or Company and contact to verify information.

23.2. Ordering: The proposer must be able to accept an electronic file containing the food order data for each school. The file is generated and transmitted weekly via FTP as scheduled. Proposer must also be able to create and transmit an electronic file on a daily basis containing the delivery/invoice information for each location's food order that will be delivered. The file should be made available no later than 2 am on the date of the delivery.

23.3. Credits and rebilling of invoices must be in the above electronic format.

23.4. The successful Distributor must be able to accept orders electronically in the manner outlined above by July 1, 2013.

23.5. The District retains the right to modify the above electronic procedures in the

event of updated technologies or processes.

23.6. The successful Distributor must demonstrate competency in processing customer orders and generating customer invoices via EDI.

24.0 DELIVERY

24.1. Delivery and Distribution Plan: The Distributor shall have the capability to store and deliver sufficient products to service approximately 392 schools in Miami-Dade County and the capacity and financial strength to support substantial growth. The proposer shall submit a distribution plan with their proposal. The plan must, at minimum, show the locations and capacities of the distribution center to be used to supply each individual school as well as the lead time needed by the distributor for the District to order prior to delivery.

24.2. Deliveries will be made once a week at hours agreed to by the cafeteria manager as long as the required minimum is reached. Some of the larger secondary schools will require deliveries twice a week, at least one school day will separate delivery days at these schools. The successful bidder will receive a list of the secondary schools involved. If a designated delivery day is a holiday or an in-service day, the delivery will be made on the next school day or the prior school day. Any and all delivery schedules changes must be submitted in writing, at least two weeks in advance, to the FNS District Office for approval prior to implementation.

24.3. Deliveries will be accepted Mondays through Thursdays, unless otherwise specified. The District will furnish school name, location, contact name, phone number, school calendar, and product orders per site to the Distributor. The District will work with the Distributor to develop a delivery schedule.

24.4. During the regular school year, elementary school deliveries shall be completed between 7:00 am and 3:00 pm, middle school deliveries shall be completed between 7:30 am to 3:30 pm, and high school and Jr/Sr High school deliveries shall be completed between 6:00 am to 2:00 pm, once weekly. The time of delivery shall be scheduled so that a responsible school employee can check on all products at the time of delivery. Under NO circumstances will a driver be given a key to a school.

24.5. Confirmed delivery schedules must be met. In the event that a delivery cannot be met, in the case of an emergency, the cafeteria manager must be notified forty eight (48) hours prior to the scheduled delivery.

24.6. Excessive late deliveries will be cause for contract cancellation.

24.7. During summer school, deliveries may be required in a shorter delivery window, depending upon the number of sites open and their hours of operation.

24.8. Work to be done under this contract includes, but is not limited to providing all labor, materials supervisions, equipment, incidentals and related items necessary to complete the work in accordance with the specifications contained herein. All products must be delivered under clean and sanitary conditions – free of dirt, grease, sand or other foreign materials. Delivery equipment for frozen products must be capable of maintaining temperature of 0°F or below so that the product is received in a hard, frozen state. Delivery equipment for refrigerated products must be capable of maintaining temperature NOT GREATER THAN 38°F. All merchandise of 50 case lots or more will come palletized on 48” x 40” grocery pallets, maximum of 45” high from bottom of pallet to top of stack.

24.9. Pack sizes stated in the item specifications pertain to products currently being used and should be a guide for items submitted as equal with a proposal. The Board may consider alternate pack sizes. The Board will factor in all costs that need to be considered for the most cost effective pricing.

24.10. Non-Deliveries and Backorders: Special or intermediate deliveries will be required if any bid item is out of stock or the vendor fails to deliver the product on a regular scheduled delivery; in that case re-delivery shall be made within 24 hours. If the vendor delivers an unsatisfactory product that is returned for credit, re-delivery shall be made within 24 hours at no cost to the District.

24.11. Schedule: A schedule of deliveries to the various schools must be submitted to the Food Service Office at least one month before the beginning of the contract period. This information will be conveyed to the individual schools to help them plan orders and for receiving the merchandise. To eliminate any difficulties in deliveries on this proposal, it is suggested that each proposer verify with the packer, broker, or major supplier that deliveries of the awarded products can be met.

24.12. The distribution plan shall be submitted by the Distributor to the District for approval two (2) weeks prior to the first delivery of every school year and remain constant. By supplying the Distributor with the annual school schedule the Distributor plan must take into consideration times that school is not in session and all holidays while maintaining weekly deliveries to each site. Changes in delivery schedules initiated by the distributor must be submitted to the school district for approval 30 days prior to implementation.

24.13. Delivery Requirements: Each delivery must be made in a single vehicle with dual or tri-compartments, to adequately maintain the temperature zones within. Split deliveries, whereby a distributor uses one truck for dry and another for frozen, is unacceptable. Types of delivery vehicles used are subject to approval by the District. Drivers must deliver products into pantry, freezer or cooler rooms as designated by the unit manager. Drivers are not required to stow products on shelves, nor remove containers from master cases. If an item is omitted from an

order by the distributor, or is delivered in unacceptable condition (defrosted frozen product or damaged containers, for example) replacement delivery must be made within 24 hours, or at a longer time span if approved by the District. All line items must be delivered, on the approved scheduled delivery day and time, at a minimum error free fill rate of 99 percent of the line items, as pertains to accuracy and acceptability of the order units.

24.14. Emergency Deliveries are defined as phone in, or e-mail orders placed by the Department of School Food Service designee. These orders may be placed due to theft, food spoilage, emergency changes, etc.

24.15. Special Purchase Deliveries are defined as phone in, or e-mail orders placed by the Department of School Food Service for special menus, functions, field trips, etc. All special purchases (any item(s) not awarded on a contract) must be approved through the Department of School Food Service prior to delivery.

24.16. Will Call is defined as product ordered and picked up by the school center at the Distributor Services location as needs dictate. Orders will be for emergencies only and approved by School Food Service Supervision and placed via email.

24.17. In the event of vehicle breakdown or other delay, the awarded distributor must have a contingency plan for immediate recovery and submit the plan to District prior to the beginning of each school year. The successful distributor will be responsible to ensure the items are delivered to the designated schools as scheduled. The Distributor will be responsible for contacting both the District and each individual Food Service Manager of any delivery delays and re-schedule for the same day delivery.

24.18. Self-Proprietorship: The successful bidder will provide delivery and service with company employees and company owned and insured vehicles and equipment. Subcontracting will not be allowed.

24.19. Please answer the question and address the subject(s) as part of your response.

1) What improvements will be required for your company to fulfill the one-day per week, 6:00 AM to 3:30 PM delivery window?

25.0 DELIVERY OF COMMODITY, COMMODITY PROCESSED AND OPPORTUNITY BUY PRODUCT

25.1. The following is the estimated annual case volume delivered:

Miami-Dade County Public Schools
USDA Commodity Foods (Brown Box): 13,000 cases
Commodity Processed: 64,000 cases
Opportunity Buys: 24,000 cases

25.2. The successful proposer shall deliver the quantity of federally donated USDA commodity foods as directed by the District. USDA foods to be delivered will be ordered electronically.

25.3. Delivery Order or Sales Order Number: Each individual shipment received into a distributor's warehouse is assigned a delivery or sales order number by the USDA. The delivery will specify the number of cases that have been assigned that delivery or sales order number. Storage and shipment of USDA foods must be by their delivery or sales order number or by some method which would facilitate tracking in the event that foods are put on "Hold" or are recalled.

25.4. The successful proposer is responsible for maintaining the quality of the foods products stored through proper rotation; for the loss of food products by mysterious disappearance, ammonia damage, water damage, vermin infestation, elements of nature, or any other losses for which is a public warehouse person is normally required to maintain protection for stored food products. Products are to be stored and palletized in a manner to facilitate the removal for delivery on a "first-in –first-out basis, and best use by date, and in accordance with the Delivery Order number released by the Department of School Food Service. The successful proposer must be approved by the Florida DOACS, Bureau of Food Distribution to accept USDA commodities.

25.5. The successful proposer will maintain sanitary conditions and otherwise meet Florida Department of Health standards in addition to local standards.

Required Temperatures:

Frozen	- 0° to -10° F
Chilled	- 33° to 41° F
Canned/Dry	- 50° to 70° F

25.6. No damage or contaminated product is to be left exposed in rooms where food products are stored. There shall be no intermingling of USDA foods belonging to the District with other food items or with USDA foods belonging to other agencies. Processed end products that are identical to commercial products and meet substitution requirements and grading in 7 CFR 250.30 (f) and (g) may be comingled at the storage facility. The successful proposer must ensure provision of proper credit for the value of donated foods that the District is eligible to receive.

25.7. The successful proposer's plant facilities shall be subject to inspection and inventory by representatives of the District, USDA, and State of Florida Bureau of Food Distribution at any time during normal working hours without additional cost to the District. In the event that such USDA foods are lost, destroyed, broken or damaged in any way through the negligence or the lack of proper care or storage or handling the successful proposers, their agents, or employees shall

be liable therefore, and their liability to the District shall be determined on the basis of replacing the USDA foods in the same quality and quantity or payment in lieu of the USDA foods at the same rate that will be required for replacement.

25.8. The successful bidder assumes responsibility for any and all property of the District tendered upon the premises of the bidder for warehousing.

25.9. The Distributor is responsible for tracking the Commodity Product from the USDA to the Processor and ultimately, delivery to the schools.

25.10. Prior Year Donated Product: In the event that diverted raw donated product remains at a manufacturer's facility at the end of the Distributors Bid cycle, the Distributor will make all efforts to utilize the donated product including but not limited to adding language in Commodity Solicitations' to cover such circumstances.

25.11. An inventory system will be in place for the duration of the contract. The successful distributor must conduct an annual physical inventory as of June 30th and in the presence of the District personnel. After completion of the inventory, the successful distributor shall reimburse FNS the District the amount of any shortages noted.

25.12. It is the Distributors responsibility to ensure that any manufacturer processing USDA foods must have an approved agreement with the Florida Department of Agriculture prior to the distributors bid award.

25.13. Acceptable commodity pricing methods are Net off Invoice (NOI) or Modified Fee for Service. The District must be notified which products will be tracked using which method above. Tracking must be provided monthly. Performance reports for sales and reductions of USDA food inventories through sales velocity reports or other automated reports.

25.14. The Net-off Invoice Pass through value system is a variation of the "hybrid system" which allows a distributor to sell end products to the District at a discount and submit a refund application for the contract value of the donated food contained in each case to the processor. Under the Net-Off invoice system, the distributor does not submit a physical refund application, but rather deducts any eligible discount from the invoice received from the processor. For example, under the Net-Off Invoice system a processor sells identical USDA food and commercial product to the distributor at a gross commercial price of $30.00 per case. The value of the USDA food contained in one case of finished end product in this example is $10.00. The distributor sells the product at a discounted price base on the value of the USDA food contained in the finished case, or in this example $20.00 plus the distributor's fixed fee per carton. The distributor then deducts the value of the USDA food from the gross commercial price shown on the processor's invoice to the distributor and remits the balance due to the

processor.

25.15. Distributor must itemize or note the value of the USDA food on each invoice. The invoice must identify the gross case price and the value of USDA donated food(s) per case on separate lines.

25.16. Distributor shall maintain a program that meets the reporting requirements of the State of Florida and any audit requirements, tracks, and deducts the USDA food value of the product delivered to the District and tracks remaining entitlement. No brand or item code substitution of product is allowed.

25.17. Processed end products shall only be purchased from processors that have an approved processor end product summary schedule with the Florida Department of Agriculture and Consumer Services and have been approved by this agency to participate in the net-off invoice commodity processed products.

25.18. The District must have a positive “on the books” or “in the bank” with processors to purchase items using the net-off invoice alternate system. Distributor is responsible for monitoring inventory balances “on the books” or “in the bank” before purchasing net-off invoice commodity processed products.

25.19. Distributor is responsible for sales verification of net-off invoice commodity processed products and must have the technology in place to meet the reporting and tracking requirements of processors (K12 or Processor Link).

25.20. Distributor agrees to slot commodity processed items on a regular basis and provide usage/velocity figures monthly.

25.21. The Distributor is responsible for tracking the USDA foods from the USDA to the processor and ultimately, delivery to the schools.

26.0 STORAGE FACILITIES AND DISTRIBUTION VEHICLES

26.1. The awarded Distributor will be responsible to properly store inventory, rotate and maintain the quality of all products. Loss of products from water damage, vermin infestations, elements of nature or any other losses will be the responsibility of the Distributor. The Distributor will maintain sanitary conditions and otherwise meet Florida Department of Health standards and Miami-Dade County Health department regulations. Food products are to be stored at the designated temperature for the protection of each product. The Distributor shall be liable for any losses due to mishandling. Storage of these food items must be made in sanitary storage areas with proper air circulation for protection against rapid spoilage and eventual loss of the product. While loading products for delivery, the loading dock must have a controlled environment similar to the storage areas. Floors are to be kept free of debris and dust.

26.2. All storage areas and delivery trucks must be kept clean and protected from infestation. Approved rodent bait traps must be installed and maintained with proper pest control services.

26.3. No damaged or contaminated product is to be left exposed in areas, where food products are stored.

26.4. Care should be taken that items are not stacked so high as to cause bursting or crushing of the bottom layers, nor should items be stacked so high as to be subject to unacceptable temperatures.

26.5. All products for storage and delivery must be palletized. Pallets must be stacked properly as not to incur any product damage.

26.6. The deliveries at school sites must not hinder the traffic flow or safety of the children. Extreme care must be given to adherence of speed limits, foot traffic and overall safety of students and staff.

26.7. The successful Distributor's plant facilities and records shall be subject to inspection by representatives of the District and Miami-Dade County Health Department at any time during normal working hours. These District representatives may consist of Food Service Managers and/or administrative staff who may inspect the facilities for contract compliance, sanitation, etc.

26.8. Proposer shall provide a listing of company's corporate addresses, along with address of distribution facility/facilities, and warehouse(s) that will service this contract.

26.9. Proposer shall provide proof of storage capacity (current and projected) for dry, frozen, and refrigerated food items.

26.10. Proposer shall provide specific examples of temperature measuring and recording devices used by your operation, in each storage area where food products will be stored.

26.11. Proposer shall provide documentation of cleanliness and sanitation program for storage areas, equipment, staging and loading areas (docks), including HAACP program and procedures.

26.12. Proposer shall provide a description and documentation of inventory tracking program for merchandise being handled, palletized, and stored in all areas.

26.13. Proposer shall provide evidence of pest control procedures. All proposers must have and submit with their proposal, a current inspection report by the Florida Department of Agriculture and Consumer Services.

27.0 THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION

27.1. Section 104(d) of the William Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.

27.2. 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 agriculture commodities that are produced in the United States. The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

27.3. Only items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes unless otherwise stated. It is M-DCPS' intent to strictly adhere to this policy. Deviations to the policy will be consistent with provisions allowed under the Buy American Act. The proposer shall give M-DCPS advance notice of any conflict with this policy.

27.4. If a product is not produced in the USA, all foreign products must be submitted as an alternate and specify country of origin. All foreign products must be inspected for wholesomeness as well as grades and origin of product must be so noted on grade certificates. All products of foreign origin accepted on the bid must have a pesticide analysis from a certified US Lab or Commodity Scientific Support Division (CSSD) at no cost to the School District of Miami-Dade County. 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.

27.5. All manufacturers will furnish Distributor with USDA grade certificates for designated food items with each delivery when required by the manufacturer contract.

27.6. If a certificate is required, the Distributor will be responsible for checking the grade certificate against the shipment and checking that cases are stamped accordingly. After checking the certificate, the Distributor will retain a copy for their files and send the original within ten (10) working days to:

School District of Miami-Dade County
Department of Food and Nutrition
7042 West Flagler Street
Miami, FL 33144

27.7. The Distributor will not accept food items that do not indicate the appropriate USDA grade as specified.

28.0 POINT OF SALE/MARKETING MATERIALS

28.1. The United States Congress recognizes that schools play a critical role in promoting student health, preventing childhood obesity, and combating problems associated with poor nutrition and physical inactivity by passing the Child Nutrition and WIC Reauthorization Act of 2004 - Public Law 108-265. This law requires each School District participating in the National School Lunch Program to establish a local wellness policy. To this end, the District's, School Food Service Department is encouraging yours and your manufacturer's support by supplying POS/marketing materials promoting healthy eating practices and physical activity at no charge to the School District. The appropriateness of these materials will be reviewed by the School Food Service Department.

29.0 FOOD, SAFETY AND RECALLS

29.1. Ensuring the safety of the food supply is critical to the School District. Manufacturers, distributors and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the food and drug administration. The potential bidder shall have a process in place to effectively respond to a food recall that must include accurate and timely communication to the school district regarding a food recall, ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner and streamline the process for reimbursement for recalled product. A one-page summary of each bidder's recall policy and procedures is to be submitted with the proposal.

30.0 ACCEPTACE SERVICE AND GRADING CERTIFICATES

30.1. When deemed necessary the District may require or request awarded items meet established Hazard Analysis and Critical Control Points (HACCP) requirements. If required, each shipping case and grade certificate must be imprinted with the Official Stamped Seal of the required Inspection/Acceptance Service. Grade certificates shall be issued for required items to cover all shipments to the Distribution Service. The USDA Grading and Stamping shall be completed at the Product Processing Plant when required, Destination Acceptance Service will be completed upon arrival, and all costs for these services shall be paid by the distributor.

30.2. It shall be the responsibility of the distributor to obtain a copy of the appropriate certificate from the manufacturer upon request.

30.2.1. Meat -Institutional Meat Purchase Specifications (IMPS) are commonly

used in school lunch Procurement and, insofar as practical, these numbers should show on wholesale cartons. If not, a manufacturer must certify to the distributor and/or user that the product meets the IMP specifications.

30.2.2. Poultry -Poultry products must be USDA Grade A for bidding purposes herein, except as indicated otherwise. The USDA grade must be identified by a shield on the carton.

30.2.3. Fish -Raw fish as specified herein must bear the PUFI (Packed Under Federal Inspection) shield. Breaded products must bear either a PUFI or JUSDC (Department of Commerce) grade shield. Fish portions must be individually quick frozen (IQF). Exceptions are as follows:

A. Raw fresh-water fish (i.e., catfish) which are not normally packed under federal inspection are exempt.

B. Manufacturers of breaded fresh-water fish must provide a certificate to show that their breading specifications conform to the requirements of the buyer. Breading must be whole-grain and meet requirements for the Child Nutrition crediting for bread/grain.

30.2.4. Eggs: All eggs shall meet standards established by the USDA and/or State of Florida Poultry Laws. Each box shall bear the USDA Inspection Shield or the Florida Department of Agriculture Inspection Shield. Each lot for delivery shall be inspected within 72 hours prior to delivery. Each case shall be securely sealed with tape.

30.2.5. Frozen Vegetables -Grading Certificates may be required at the discretion of the School Food Service Department at no cost to the School District. For the purposes of this bid Document the definition for Grading is as follows;

30.2.6. Grade A is defined as the USDA Standard for Grade A in Color, Grade A in Defects, and Grade A in Maturity.

30.2.7. Grade B is defined as the USDA standards for Grade A in Color, Grade A in Defects and Grade B in Maturity

31.0 INGREDIENTS

31.1. The District reserves the right to accept or not accept products that contain any of the ingredients listed below. The School Board discourages the use of these ingredients.

a) Mono-Sodium Glutamate-MSG

b) High Fructose Corn Syrup, HFCS
c) Peanuts, Peanut Protein or Peanut by products
d) Trans fatty acids
e) Red dye #40 or Yellow dye #5

32.0 SHORTAGE SETTLEMENT PROCEDURES

32.1. The successful bidder shall be responsible for reconciling the month ending inventory with the School Food Service Department within 5 working days of the following month. At the end of each month the successful bidder shall reimburse the District for any shortages noted. For commodity processed products, the amount shall include the cost of processing plus the value of the USDA donated food.

32.2. On or before January 1st and June 30th of each year of the contract period, a physical count will be made of all merchandise owned by the District. School Food Service Personnel or their designee will conduct the semi-annual physical inventory. Seven days notice shall be given to the successful bidder of the date when the inventory information is needed and it shall be understood that this inventory will be taken with no additional cost to the District and is taken in a prompt, careful and accurate manner. The successful bidder is to present the information no later than 72 hours or three days after the count is taken, to the Director of School Food Service or designee.

32.3. After completion of the inventory, the successful bidder shall reimburse the District the amount of any shortages noted.

32.4. A credit may be issued for any inventory overage subsequently disclosed at the next regularly scheduled inventory. The inventory credit shall be applied to any shortage occurring in the next physical inventory, but in no case beyond the duration of this contract.

32.5. Should an overage be found at this physical inventory, it will not be accumulative to any prior overage and in no event will the overage be applied against shortages which occurred more than twelve months prior to the inventory where the overage was disclosed.

32.6. Value of the merchandise used in determining the amount of liability will be the gross dollar value in place in the warehouse including all storage and handling charges.

33.0 END OF CONTRACT INVENTORY TRANSFER

33.1. At the End or Termination of the contract it is the Distributor's responsibility to transfer and deliver any inventory consigned to the School District of Miami-Dade County to the “new Distributor”, at no cost to the District. The new Distributor will

accept all deliveries of inventory for all products.

33.2. RESIDUAL INVENTORY AT CONTRACT TERMINATION: Because of the nature of this RFP, the awarded distributor may be required to stock items not normally maintained in inventory. These items are termed, Special to the Contract. Thus, in the event that a Distributor should not be successful in securing the contract for the next period, or if the contract is otherwise terminated, the District will purchase items designated special to the contract, at the most recent contract costs, as approved by the District. Purchases of this type are limited to a 30-day supply as determined by the District. The District must be provided with an in and out inventory report, of items special to the contract, going back at least 60 days prior to the date of contract termination. This report shall indicate receipts and draw downs to arrive at ending quantities. Purchase of residual inventory stock will apply only to those items that are undamaged and currently dated and not in inventory as the result of an unusual large order being placed during the period subsequent to the awarding of a new contract. This requirement may be voided if the contract is terminated by the distributor or is terminated for cause by the District.

34.0 CONDEMNATION OF FOOD PRODUCT

34.1. Before any USDA commodity food may be discarded, it shall be condemned by the Miami-Dade County Health Department and reported to the Director or designee on a Stop Sale Notice (HRA-4045). The value of the items destroyed must be replaced by the entity found at fault with appropriate documentation the Director of School Food Service so that this replacement may be documented to the Department of Agriculture and Consumer Services.

35.0 EMERGENCY SUPPORT

35.1. Upon request from the District and with consent of the Distributor, the Distributor shall agree to:

35.1.1. Pickup, store and re-deliver perishable products that are in jeopardy of spoiling, or

35.1.2. supply a refrigerated trailer, to hold the contents of a school's freezer/cooler in the event of an emergency or planned maintenance or modernization of school. The mixed lot to be transferred for storage will be divided by storage area, frozen or chilled, will be identified by school name and total number of cases. The School Food Service Manager will provide the awarded distributor with a detailed list of actual foods to be picked up for storage.

---------- END ----------

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Instructions for Certification

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

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

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

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

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

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

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

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

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

U. S. DEPARTMENT OF AGRICULTURE FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

INSTRUCTIONS FOR CERTIFICATION
DRUG FREE WORK PLACE ACT OF 1988

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

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

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

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

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

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

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

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

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

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

End of Drug Free Workplace Form. (three pages)