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
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TDD PHONE: (305) 995-2400

REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS NO. 004-NN03

MANUFACTURER DIRECT COMMODITY PROCESSING

Proposals will be accepted until **2:00 PM, (Local Time) on** January 10, 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1450 N.E. Second Avenue, Room 352, Miami, Florida, 33132, at which time they will be publicly opened and may not be withdrawn for one hundred twenty (120) days from that date.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
REQUEST FOR PROPOSALS NO. NO. 004-NN03
MANUFACTURER DIRECT COMMODITY PROCESSING

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) January 10, 2013, and may not be withdrawn for one hundred twenty (120) days from that date.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) January 10, 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 Chief Procurement Officer, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to January 10, 2013. The agency or individual proposer's name and the proposal number should appear on the envelope.

B. AFTER PROPOSAL OPENING. After January 10, 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 Chief Procurement Officer 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 proposer and each person signing on behalf of any proposer 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 Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1) The Board no longer requires the supplies, services, or construction;
2) The Board no longer can reasonably expect to fund the procurement;

3) A review of a valid protest filed by a 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 GRATIUTY 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. 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)

XXII. 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/

XXIII. LOCAL-VENDOR PREFERENCE POLICY

The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County,

Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 or the current formal bidding threshold set by Statute. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Policy 6320.

Bidders/Proposers claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference **(Attachment A)** and a copy of its business license with their bid, quote, proposal, reply or response. Your bid/proposal will not be considered for local vendor preference if you fail to provide the approved affidavit at the time of your submittal.

School Board Policy 6320.05, 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REQUEST FOR PROPOSALS NO. 004-NN03

MANUFACTURER DIRECT COMMODITY PROCESSING

I. NAME AND ADDRESS OF REQUESTER

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

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose and intent of this Request For Proposals (RFP) is to seek qualified manufacturers to process USDA Commodity Foods into usable end products for use in the National School Lunch and School Breakfast programs in Miami-Dade County Public Schools (M-DCPS) and Broward County Public Schools (BCPS). Through this RFP, it is established that M-DCPS and BCPS intend to enter into a joint cooperation agreement. The processed food end-products will be delivered to the School District's identified prime vendor for distribution of the specified products to M-DCPS's approximately 392 school sites and BCPS's approximately 234 school sites.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

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 January 10, 2013, at:

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

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 "**MANUFACTURER DIRECT COMMODITY PROCESSING.**" It is anticipated that a proposal(s) may be presented to the School Board for acceptance on or about March 13, 2013. If accepted, notification to the successful proposer(s) will be on or after March 13, 2013. The School Board reserves the right to reject any and all proposals.

IV. OWNER-PROVIDED SERVICES

Agencies are notified that the School Board hereby reserves the right to provide, in whole or in part, the services described in this RFP. In the event the School Board chooses to provide services, adjustments may be required to the agencies' contract in order to appropriately coordinate services.

V. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT'S

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.

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.

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

Broward County Public Schools (BCPS) is the sixth largest public school system in the United States, the second largest in the state of Florida and the largest fully accredited K-12 and adult school district in the nation. BCPS has over 258,000 students and approximately 150,000 adult students in 234 schools and education centers and 76 charter schools.

Broward County Public School's Department of Food and Nutrition Services offer variety and well-balanced nutritious meals at a low cost. School lunches provide an assortment of foods including daily meal salads and fresh fruit. School meals are healthy, meeting the Dietary Guidelines for Americans. By choosing lunch at school, students learn to make healthy choices, reinforcing nutrition education taught in the classroom. Delicious breakfasts are served daily in all Broward County Public schools. The BCPS Wellness Policy can be found by visiting: http://www.broward.k12.fl.us/foodservice/nutrition/Wellness%20Policy.pdf

M-DCPS anticipated entitlement dollars from USDA for the 2012 program year is approximately $8,000,000, and BCPS is approximately $5,500,000. These

entitlement dollars are used to request RAW USDA Commodity Foods for Processing into finished end product items.

VI. SCOPE OF SERVICES

"Buy American" Compliance As a sponsor of the National School Lunch and School Breakfast Programs, Miami-Dade County Public Schools will consider only applicable products which comply with the requirements of the "Buy American" Act.

The Buy American Provision

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

The legislation defines "domestic commodity or product" as one that is produced in the United States and processed in the United States, **substantially** using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that **"substantially"** means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

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.

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 processing must take place in a manufacturing plant currently inspected and approved by USDA and FI DOACS. After processing, all products must be rapidly brought to an Individually Quick Frozen (IQF) of 0 degrees Fahrenheit or below and then stored for delivery as required by the directions outlined on each purchase order. The manufacturer must be able to provide the same products as a commercial item once all USDA Commodity Food products diverted for processing are depleted for items that are manufactured for both markets.

Brand Names and product numbers listed on the 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.

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. Products failing to meet the overall score of 70% product acceptability will not be considered for further evaluation.

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

This RFP contains the following groups, which The Board reserves the right to award on an individual item basis, any combination of items, total low bid, or whichever manner is in the best interest of the Board:

Group A: Cheese and Milk Products Utilizing Commodity CodeB049/100010 – Barrel Cheese and B077/100042 - Mozzarella Cheese

Sub-Groups
1: Cheese Products - BO 49/100010
2: Processed Cheese and Milk Products – BO 49/100010
3: Processed Cheese and Bread/Grain – Pizza-Type Products BO77/100042
4: Processed Cheese and Bread/Grain – Pizza Products - BO77/100042
5: Processed Cheese Products – Ethnic - BO 77/100042

Group B: Beef Products Utilizing Commodity Codes A594/100154 – Beef Bulk, Course; A 704/100155 – Beef, Bnls, Fresh Combo and A602/100156

Sub-Groups
1: Ground A594/100154
2: Processed Beef Products A704/100155 or A594/100154

Group C: Chicken Products Utilizing Commodity Codes A518/100113 – Chix Legs, Chill; A521/100100 – Chix Chill, Small and A522/100173 – Chix Chill, Large

Sub-Groups
1: Bone-in, cut up A521/100100
2: Processed Chicken Products A522/100103
3: Processed Chicken Products – Ethnic A518/100113

Group D: Pork Products Utilizing Commodity Code A672/100173 – Bnls Pork

Group E: Turkey Products Utilizing Commodity Codes A 534/100124 -; A582/100883 – Turkey Dark Meat;

Sub-Groups
1: Turkey –White/Dark A534/100124
2: Turkey – Legs A582/100883
3: Turkey – Whole Muscle Products A534/100124

Group F: Egg Products Utilizing Commodity Code A566/100047 – Eggs, Whole Bulk

Group G: Peanut Butter Products Utilizing Commodity Code A480/100397 – Peanut Butter Drums

Group H: Potato Products Utilizing Commodity Codes A212/100980 – Sweet Potatoes Bulk and A232/100506 - Potatoes, Bulk

Sub-Groups
1: Potatoes, Sweet – A212/100980
2: Potatoes - A232/100506

Delivery of all finished products will be made between 6:00 am and 2:00 pm to the distributor unless otherwise specified. . All shipments must be made by door-to-door motor truck line freight. No more than one truckload can be shipped at one time unless specifically instructed to do so in writing.

FEE FOR SERVICE – items will be coordinated between the successful proposers and the M-DCPS Department of Food and Nutrition. NET-OFF INVOICE items will be coordinated between the successful proposers and the identified prime distribution vendor.

Processed items must be received by the designated distributor in first class condition and in accordance with good commercial practices. 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.

All products must be delivered under clean and sanitary conditions – free of dirt, grease, sand or other foreign materials.

The proposer must be able to accept an electronic file containing the food order data for each school. The file generated and transmitted weekly via File Transfer Protocol (FTP) as scheduled. Vendor 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 a.m. on the date of the delivery.

VII. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

The following information and documentation must be submitted at the time of submittal of proposal.

A. The proposer must possess the following minimum qualifications to be considered for award:

   1. Proposers must provide proof of current approval for the Florida Department of Agriculture State Participation Agreement.
   2. Documentation of at least five years experience with manufacturing food commodities, the current number of employees, type of equipment used, detailed description of storage and transportation of finished food, and the primary markets served. Provide an overview and history of your company.

B. Describe what qualifications your organization has to conduct the manufacturing of food commodities requested by this RFP. Summarize any qualifications, knowledge, or expertise that your company has in the following categories: manufacturing of commodity foods, temperature monitoring, sanitation practices, environmental monitoring programs for the prevention of contaminated products, work with educational systems, and partnerships with distributing firms.

C. A copy of your current USDA approved Summary End Product Data Schedules (SEPDS) for each item bid. As a reference the most current approved SEPDS available for the 2012-13 SY, dated July 1, 2012. Failure to submit the current SEPDS may result in disqualification of your proposal for the specific product(s).

D. OSHA Inspection Reports for the last three (3) years including the most current report.

E. References – Three (3) letters from other customers of similar size dated within the current calendar year.

F. Financial Info - Dun & Bradstreet Business Information Report, or comparable report.

G. Vendor is **required** to submit nutritional information data sheets, and ingredient statement sheets with their proposal for each item submitted.

H. Complete Affirmative Action Employment Breakdown Form (ATTACHMENT B).

I. Detailed Implementation Plan/Strategy including Marketing Strategies to increase student participation and menu enhancement.

VIII. TERMS OF CONTRACT

The term of the proposal shall be for an initial two (2) year period from date of award and may, by mutual agreement between the School Board and the Awardee, be extended for three (3) additional one (1) year periods, and if needed, 90 days beyond the expiration date of the current renewal period. The School Board, through Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

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.

IX. COST

Pricing

Prices quoted on the 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. Please note that the Fee For Service will be fixed for the initial two year contract period. It is understood that the price of the finished product will change annually based on the USDA donated food value.

Price Adjustments

The awarded vendor may, only at the time of renewal, request M-DCPS to allow an increase in pricing for commercial items based upon Producer Price Index. The annual percentage change in the Producer Price Index will be based on the previous year's index for each renewal period.

Invoicing

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. For FEE for SERVICE Items – Original invoices should be sent to the Department of Food and Nutrition, 7042 W Flagler Street, Miami, Florida 333144 – Attention: Food and Menu Management, as applicable.

Payment

The proposer shall issue invoices for payment after acceptance of delivery and all documentation as specified by the School Districts. The District(s) will make payment within thirty (30) days of receipt and approval of invoice or as per contract. School District(s) 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.

X. EVALUATION OF PROPOSALS

Proposals will be evaluated by a designated Evaluation Committee in order to ascertain which proposal(s) best meets the needs of the District and will be recommended to the School Board for approval. The evaluation committee will convene and review all proposals received and may interview a short list of proposers through oral presentations. Procurement personnel will participate in an advisory capacity only.

The Evaluation Committee reserves the right to interview any or all proposers 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 will be based upon the written proposal received.

Evaluation consideration will include, but not be limited to, the following:

A. 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.

B. Proposed cost. The cost may not be the dominant factor but will have some significance. It will be a particularly important factor when all other evaluation criteria are relatively equal.

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:

Implementation/Marketing Strategy (Maximum - 15 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. Implementation Plan/Strategy will also include the evaluation of Marketing

Strategies to increase student participation and menu enhancement.

Qualifications and Experience (Maximum - 30 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 and M/WBE Participation.

Costs (Maximum - 20 Points)

Proposed cost. Proposals will be evaluated against the Proposer's breakdown of fees and response provided by the proposer.

Product Acceptability (Maximum - 35 Points)

Proposers shall submit within five (5) business days of request, samples of requested items. Products will be submitted to a Product Acceptance Committee for review and compliance with specifications Attachment C and student acceptability rating. Products failing to meet the overall score of 70% will not be considered for further evaluation..

		MAXIMUM POINTS
A.	**Implementation/Marketing Strategies**	**15**
B.	**Qualifications and Experience**	**30**
C.	**Costs**	**20**
D.	**Product Acceptability**	**35**
	Total	**100**

EVALUATION PROCEDURE TO PROVIDE PREFERENCE TO LOCAL BUSINESS

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their

bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Policy 6320.

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

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 Curriculum and Instruction;
- Representative, M-DCPS Office of Economic Opportunity/W/MBE;
- Representative, M-DCPS Procurement Management Services (Non-voting); and
- Representative, BCPS Department of Food and Nutrition

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.

XI. IMPLEMENTATION SCHEDULE

The planned implementation schedule is as follows:

Procurement Contract Review Committee:	July 26, 2012
Posting of Request For Proposals:	December 11, 2012

Deadline for Questions:	December 18, 2012
Pre Proposal Conference:	December 20, 2012
Opening of Proposals:	January 10, 2013
Evaluation of Proposals:	January 24, 2013
Oral Presentations (if required):	January 31, 2013
Recommendation for Award:	March 13, 2013

PRE-PROPOSAL CONFERENCE
A pre-proposal conference has been scheduled for December 20, 2012, 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 Proposals will be addressed at the pre-proposal conference.

XII. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

A. 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.

B. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (ATTACHMENT B).

Minority/Women Business Enterprises (M/WBE) Participation

It is the policy to increase contracting opportunities for Minority/Women Business Enterprises (M/WBEs). In keeping with this policy, if a minority firm, which is Woman, Hispanic or African American owned and operated, is to perform a scope of work, provide documentation to substantiate the M/WBE and its staff's experience in providing this type of service. All M/WBEs must be certified by the Office of Compliance and Business Services, prior to contract award. The **M/WBE Certification Application** may be accessed through the following link:

http://procurement.dadeschools.net/pdf/3920.pdf

XIII. INSURANCE REQUIREMENTS

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:

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

B. 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.

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

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.

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.

XIV. INDEMNIFICATION

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.

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.

XV. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00pm (Local Time) December 21, 2012 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

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

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____
		Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	❑ **Corporation** ❑ **LLC** ❑ **Partnership** ❑ **Sole Proprietorship** ❑ **Other** *(Specify)*:_____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy **6320.05**; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- To be considered for local preference**, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.**
- The preference does not apply to goods or services exempted by statute as reflected in Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**.

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

SWORN AND SUBSCRIBED BEFORE ME

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

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

PENDING FM-XXXX

AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN

Occupational Category	Gender		Race/Ancestry				
	Male	Female	Non-Hispanic White	Non-Hispanic Black	Hispanic	Asian	Am. Ind./ Alaska Native

FM-4859 Rev. (02-01)

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)