DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Requisition/Project No: RQID1400006

TERM OF CONTRACT: 5 years with no Options-to-Renew

Requisition/Project Title: Milk, Other Dairy Products and Fruit Drinks

Description: The purpose of this solicitation is to establish a contract for the purchase of milk, other dairy products and fruit drinks for Miami-Dade County on an as needed basis.

User Department(s): Miami-Dade County on an as needed basis.

Issuing Department: Internal Services Department (ISD) - Procurement Mgmt. Services (PMS)

Contact Person: Mike Ramos

Phone: 305-375-5215

Estimated Cost: $4,000,000.00

Funding Source: General Fund, State Funds, Federal Funds.

ANALYSIS

Commodity/Service No: 380-75

SIC:

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here: if this is a New Contract/Purchase with no Previous History

EXISTING

2nd YEAR

3rd YEAR

Contractor:

Small Business Enterprise:

Contract Value:

Comments:

Continued on another page (s): Yes No

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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</tbody>
</table>

Basis of Recommendation: Maintain SBE Bid Preference as current contract

Signed: Mike Ramos

Date to RER: 10/15/13

Date Returned to ISD PMS: ____________

Page 1 of 1

10/15/2013
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
Milk, Other Dairy Products And Fruit Drinks

FOR INFORMATION CONTACT:
MIKE RAMOS, 305-375-5215, RAMOSMI@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.

- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION
INVITATION TO BID

Bid Number: TBD

Bid Title: MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

A&E Consultant Selection Coordinator: MIKE RAMOS

Bids will be accepted until 2:00 p.m. on TBD, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.
SECTION 1
GENERAL TERMS AND CONDITIONS
MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of milk, other dairy products and fruit drinks for Miami-Dade County on an as needed basis.

2.2 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Services Division, contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five-year period.

2.3 METHOD OF AWARD: To Multiple Vendors By Item

Award(s) will be made to the (2) lowest priced responsive, responsible vendors on an item-by-item basis. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

CRITERIA FOR AWARD

Bidders shall provide the latest copy of State of Florida Department of Agriculture Inspection Report indicating it passed inspection.

2.4 PRICES ADJUSTMENTS

A - ITEMS 1 AND 2

During the contract term prices for items 1 and 2 shall be adjusted upward or downward based on the monthly announcement from the United States Department of Agriculture, Southeast Florida Federal Milk Order #6 (SFFMO), Class I prices.

All prices shall be firm for thirty (30) days, after which prices for milk can escalate or de-escalate on a monthly basis at the rate of $0.001 per half pint for each full $0.15
increase/decrease in raw milk per hundredweight in accordance with changes in Class I raw price. Prices will be individually calculated for each milk type e.g. (skim, butterfat, and/or 3.5% milk) in accordance with the monthly announcements from the USDA outlined in the above paragraph. Class I and producer location adjustments for the Florida Marketing Area (SFFMO #6) per hundredweight will be added to the monthly adjustment. NO OTHER FEES WILL BE ALLOWED.

The successful bidder shall give written notification to Miami-Dade County each month during the term of the contract that a change upward or downward has taken place. The $0.001 per half pint adjustment shall be effective with the 1st day of the each month during the term of the contract, provided the successful bidder gives notice to Dade County by the 25th twenty-fifth of the previous month. Any changes in prices must be accompanied by a copy of the Federal Milk Order. Suppliers are also requested to submit conversion calculations showing manner of arriving at amount of change.

If the successful bidder fails to properly notify Miami-Dade County of any such price decrease which result in a decrease in the contract price of milk, Miami-Dade County will make an appropriate reduction in price, effective with the date such reduction should have been made had the successful bidder given proper notice or take such other action as appropriate to give the Board the advantage of such reduction. The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price.

B - ALL OTHER ITEMS

The prices proposed by the vendor shall remain fixed and firm for no less than one year from the award of the contract. Annual price adjustments based on changes in the following pricing indices: Producer Price Index (PPI) 311511 Fluid Milk Manufacturing, PPI 311513 Cheese Manufacturing, and PPI 311411 Frozen Fruit and Vegetables Manufacturing, will be considered.

Prices shall be inclusive of all costs, charges, and fees involved in providing the specified products and services. It is the vendor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary of the contract term, the vendor’s request for adjustment should be submitted 90 days prior to the anniversary of the contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed not to request a price adjustment. Any adjustment request received after the anniversary of the contract term may not be considered.

2.5 DELIVERY

The vendor shall make deliveries within twenty-four (24) hours after the date of the order. All deliveries shall be made in accordance with good commercial practices. All required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be revised by the County.
SECTION 2
SPECIAL CONDITIONS

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of hours stated above, the County reserves the right to render the vendor in default and cancel the contract. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

A - DELIVERY LOCATIONS, DAYS AND HOURS SPECIFIED:

The Bidder shall deliver items to the following County facilities during the prescribed days and hours:

<table>
<thead>
<tr>
<th>Locations</th>
<th>Days</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metro West Detention Center 13850 N.W. 41 Street Miami, FL 33178</td>
<td>Deliveries on Monday, Tuesday, Thursday and Friday of each week</td>
<td>Between 7:00 AM – 1:00 PM</td>
</tr>
<tr>
<td>Turner Guilford Knight Correctional Center 7000 N.W. 41 Street Miami, FL 33166</td>
<td>Deliveries on Monday, Tuesday, Thursday and Friday of each week</td>
<td>Between 6:00 AM – 1:00 PM</td>
</tr>
<tr>
<td>Training &amp; Treatment Center 6950 N.W. 41 Street Miami, FL 33166</td>
<td>Deliveries on Monday, Tuesday, Thursday and Friday of each week</td>
<td>Between 6:00 AM – 1:00 PM</td>
</tr>
<tr>
<td>Pre-Trial Detention Center 1321 N.W. 13 Street Miami, FL 33125</td>
<td>Deliveries on Monday, Tuesday, Thursday, Friday and Saturday of each week</td>
<td>Between 7:00 AM – 1:00 PM</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Locations</th>
<th>Days</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inn Transition South 11950 S.W. 202 Street #131 Miami, FL 33177</td>
<td>Delivery once per week on Monday or Tuesday</td>
<td>Between 9:00 AM – 10:00 AM</td>
</tr>
<tr>
<td>Safe Space Shelter 7831 N.E. Miami Court, Miami, FL 33138</td>
<td>Bi-weekly deliveries Monday and Thursday</td>
<td>Between 9:00 AM – 10:00 AM</td>
</tr>
<tr>
<td>Safe Space South 51 W. Mowry Drive Homestead, FL 33030</td>
<td>Weekdays deliveries</td>
<td>Between 9:00 AM – 10:00 AM</td>
</tr>
</tbody>
</table>

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

<table>
<thead>
<tr>
<th>Locations</th>
<th>Days</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Helen Sawyer/Adult Living Facility (ALF)</td>
<td>Deliveries on Tuesday and Friday of each week</td>
<td>Between 7:00 AM – 8:00 AM</td>
</tr>
</tbody>
</table>

2.6 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact Mike Ramos, at (305) 375-5215 or by at email ramosm@miamicounty.gov.
2.7 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.8 SAMPLES

After the County opens the bid proposals, the bidders may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number, if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. Any costs for testing shall be borne by the bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.9 WAREHOUSE FACILITIES SHALL BE IN SOUTH FLORIDA

Bids will only be accepted from bidder(s) which have warehouse facilities located in South Florida, which shall be defined as Dade, Broward, Palm Beach and Monroe Counties.

The County reserves the right to perform an inspection of these warehouse facilities during the bid evaluation period and any time during the term of the contract and to use this inspection as a means for determining the lowest responsive, responsible bidder. The acceptable size, location, level of security, and functionality of the warehouse shall be determined by the County in consideration of the bid requirements in its best interest; and its decision shall be final.
3.1 SCOPE OF WORK

The purpose of this solicitation is to establish a contract for the purchase of milk, other dairy products and fruit drinks for Miami-Dade County on an as needed basis.

GENERAL REQUIREMENTS

A. All Dairy Products must be delivered in clean milk crates, cartons or cans and must be from Department of Health approved farms and plants.

B. Empty dairy crates and cans must be picked up daily, except on Sundays and Holidays. Any deviation from this schedule must have prior approval from each department.

C. All Milk and Dairy Products shall show the usage expiration dates on each container.

3.2 MILK

In cans, paper containers or bottles, pasteurized, Grade A, not below 3.50% butterfat (except where specified) solids not fat, not below 8%, monthly test must show bacterial content not over 30,000 bacteria per c.c. There shall be no preservatives added.

3.3 SKIM MILK

Milk, ½ pint carton (slim pac), grade A, pasteurized, homogenized, fat free, Vitamin A (minimum 10% RDA, Vitamin D (minimum 25% RDA), and Calcium (minimum 30% RDA) bacterial content not over 30,000 bacteria per c.c. There shall be no preservatives added.

3.4 MILK IN A POUCH

Milk, ½ pint pouch, grade A, pasteurized, homogenized, fat free, Vitamin A (minimum 10% RDA, Vitamin D (minimum 25% RDA), and Calcium (minimum 30% RDA), bacterial content not over 30,000 bacteria per c.c. There shall be no preservatives added.

3.5 COTTAGE CHEESE

Creamed pasteurized, fat free.

3.6 FRUIT PUNCH DRINKS

One (1) pint size
Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
, 2013

MIAMI-DADE COUNTY

SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued ISD/PM Date Issued: This Bid Submittal Consists of by: Pages through

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:

A Bid Deposit in the amount of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DOB NOT WRITE IN THIS SPACE

ACCEPTED _______ HIGHER THAN LOW _______
NON-RESPONSIVE _______ NON-RESPONSIBLE _______

DATE B.C.C. ____________ NO BID ___

FIRM NAME ___________________________

ITEM NOS. ACCEPTED _______________________

COMMODITY CODE:

Procurement Contracting Officer:

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>YEARLY ESTIMATED QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2,900,000 ½ Pint</td>
<td>Milk, fat-free, ½ pints (slim pac), grad A, pasteurized homogenized.</td>
<td>$_________ Per ½ Pint</td>
</tr>
<tr>
<td></td>
<td>Case Count: 50</td>
<td>Brand Bid:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2,900,000 ½ Pint</td>
<td>Milk, ½ pint pouch grade A, pasteurized homogenized, fat-free.</td>
<td>$_________ Per ½ Pint Pouch</td>
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<td></td>
<td>Case Count:</td>
<td>Brand Bid:</td>
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<tr>
<td>3</td>
<td>700 Containers</td>
<td>Cottage cheese creamed or dry-large curd, no added salt, fat free 24 oz container</td>
<td>$_________ Per Container</td>
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<td>Brand Bid:</td>
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<tr>
<td>4</td>
<td>200 Pints</td>
<td>Fruit Punch Drinks one (1) Pint size</td>
<td>$_________ Per Pint</td>
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<td>Case Count:</td>
<td>Brand Bid:</td>
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<tr>
<td>5</td>
<td>1,664 ½ Gallons</td>
<td>Lactose Free Milk / 2%, ½ gallon</td>
<td>$_________ Per ½ Gallon</td>
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<td></td>
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<td>Brand Bid: Deans or Equal Product:</td>
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<tr>
<td>6</td>
<td>3,536 Gallons</td>
<td>Milk 2% Gallon</td>
<td>$_________ Per Gallon</td>
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<td></td>
<td>Brand: McArthur or Equal Product:</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1,560 Gallons</td>
<td>Milk Fresh, Grade A, Homogenized, Gallon</td>
<td>$_________ Per Gallon</td>
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<td></td>
<td></td>
<td>Brand Bid:</td>
<td></td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated __________________________
Addendum #2, Dated __________________________
Addendum #3, Dated __________________________
Addendum #4, Dated __________________________
Addendum #5, Dated __________________________
Addendum #6, Dated __________________________
Addendum #7, Dated __________________________
Addendum #8, Dated __________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: __________________________________________________________

AUTHORIZED SIGNATURE: ___________________ DATE: ____________

TITLE OF OFFICER: __________________________________________________
Bid Title:

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: ______________. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a “local business” is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County’s tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a “locally-headquartered business” is a Local Business whose “principal place of business” is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is ______________.
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

   Yes __________   No __________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

   Yes __________   No __________

Firm Name: ____________________________________________

Street Address: ________________________________________

Mailing Address (if different): ________________________________

Telephone No.: _______________ Fax No.: _______________

Email Address: ___________________________________________

FEIN No. ________________

Prompt Payment Terms: ____% ____ days net ____days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: ____________________________________________ (Signature of authorized agent)

"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: ____________________________________________ Title: ____________________________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

- 10 -

Revised 11/6/12
Version 12
APPENDIX

AFFIDAVITS

FORMAL BIDS
Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer Identification Number (FEIN):

Contract No.:

Contract Title:

Affidavits and Legislation/Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2.8-1(c)/(d) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1(b) of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95
5. Miami-Dade County Debarment Disclosure Section 10.36 of the County Code
6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(a)(1) of the County Code through (4) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60.11A-67 of the County Code

Printed Name of Affiant
Printed Title of Affiant
Signature of Affiant

Name of Firm

Address of Firm

State
Zip Code

Notary Public Information

Notary Public – State of _________ County of _________

Subscribed and sworn to (or affirmed) before me this _________ day of _________ 20 _________.

by __________________________ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced __________________________

Signature of Notary Public __________________________

Serial Number __________________________

Print or Stamp of Notary Public __________________________
Expriation Date __________________________

Notary Public Seal __________________________
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_____________________________  _______________________
Signature                        Date
In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-80, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to overcome client efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
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<td></td>
<td>M</td>
<td>F</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
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</tr>
</tbody>
</table>

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent ___________________________ Print Name ___________________________ Print Title ___________________________ Date _____________

SUB 100 Rev. 6/12
From: Ramos, Mike (ISD)
Sent: Tuesday, October 15, 2013 4:36 PM
To: Walters, Vivian (RER)
Subject: Request for Project Review - Milk, Other Dairy Products and Fruit Drinks
Attachments: MILK ... BID SHELL FORMAL GOODS SERVICES -r13-8 - 10.10.13.docx; Contract Project Measure Analysis (Milk) .doc

Good Afternoon Vivian

Through this email we are requesting the project review for the Milk, Other Dairy Products and Fruit Drinks solicitation. Attached are the draft ITB and the Department Input form.

Let me know if I can be of further assistance.

Thank You and best regards,

Mike Ramos,
A&E Consultant Selection Coordinator
Miami-Dade County
Internal Services Department (ISD)
111 NW 1 Street - 13th Floor Suite 1300
Miami, Florida 33128
Tel. (305) 375-5215
Fax (305) 375-4407
ramosmi@miamidade.gov
www.miamidade.gov/internal
"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

Think “GREEN”