



BID NO.: 0775-0/19

OPENING: 2:00 P.M.
Wednesday
NOVEMBER 20 , 2013

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

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 DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 0775-0/19

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 NOVEMBER 20, 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.**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

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:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

SECTION 2
SPECIAL CONDITIONS

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

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

I. ITEMS PURCHASED BY NON FEDERALLY FUNDED DEPARTMENTS
(ITEMS 1 TO 4)

II. ITEMS PURCHASED BY FEDERALLY FUNDED DEPARTMENTS
(ITEMS 5 TO 7)

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.

SECTION 2
SPECIAL CONDITIONS

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

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 will be considered based on changes in the respective Producer Price Index (PPI):

Item (3)	PPI 311513 Cheese Manufacturing,
Item (4)	PPI 311411 Frozen Fruit and Vegetables Manufacturing
Items (5, 6 and 7)	PPI 311511 Fluid Milk Manufacturing,

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

**SECTION 2
SPECIAL CONDITIONS**

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

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.

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:

CORRECTIONS AND REHABILITATION DEPARTMENT		
Locations	Days	Time
Metro West Detention Center 13850 N.W. 41 Street Miami, FL 33178	Deliveries on Monday, Tuesday, Thursday and Friday of each week	Between 7:00 AM – 1:00 PM
Turner Guilford Knight Correctional Center 7000 N.W. 41 Street Miami, FL 33166	Deliveries on Monday, Tuesday, Thursday and Friday of each week	Between 7:00 AM – 1:00 PM
Training & Treatment Center 6950 N.W. 41 Street Miami, FL 33166	Deliveries on Monday, Tuesday, Thursday and Friday of each week	Between 7:00 AM – 1:00 PM
Pre-Trial Detention Center 1321 N.W. 13 Street Miami, FL 33125	Deliveries on Monday, Tuesday, Thursday, Friday and Saturday of each week	Between 7:00 AM – 1:00 PM

COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT		
Locations	Days	Time
Inn Transition South 11950 S.W. 202 Street #131 Miami, FL 33177	Delivery once per week on Monday or Tuesday	Between 9:00 AM – 10:00 AM
Safe Space Shelter 7831 N.E. Miami Court, Miami, FL 33138	Bi-weekly deliveries Monday and Thursday	Between 9:00 AM – 10:00 AM
Safe Space South 51 W. Mowry Drive Homestead, FL 33030	Weekdays deliveries	Between 9:00 AM – 10:00 AM

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT		
Locations	Days	Time
Helen Sawyer/Adult Living Facility (ALF)	Deliveries on Tuesday and Friday of each week	Between 7:00 AM – 8:00 AM

SECTION 2
SPECIAL CONDITIONS

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

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 email at ramosmi@miamidade.gov.

2.7 PURCHASE OF OTHER ITEMS

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) who utilize a warehouse facility (ies) 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.

SECTION 2
SPECIAL CONDITIONS

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

2.10 EXEMPTION TO CERTAIN CLAUSES (APPLICABLE TO ITEMS 5-7)

The contract to be awarded under this solicitation will be accessed by federally funded department(s). As a federally funded department(s), certain clauses within this solicitation do not apply to that department's allocation:

Section 1 Paragraph 1.10 (Local Preferences), Paragraph 1.35 (County User Access Program-UAP), and Paragraph 1.43 (Small Business Contract Measures).

SECTION 3
TECHNICAL SPECIFICATIONS

MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS

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. No pick up for Corrections and Rehabilitations Department on Sundays and Wednesdays. 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

SECTION 4
BID SUBMITTAL FORM

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.
Wednesday
November 20 , 2013



**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
by: **Mike
Ramos**

ISD/PM

Date Issued:
November 5, 2013

This Bid Submittal Consists of
Pages **7** through **11** **AND ALL**
AFFIDAVITS

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:
Milk, Other Dairy Products And Fruit Drinks

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

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

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 380-75	
A&E Consultant Selection Coordinator: Mike Ramos	

FIRM NAME _____

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.

**SECTION 4
 BID SUBMITTAL FOR:
 MILK, OTHER DAIRY PRODUCTS AND FRUIT DRINKS**

FIRM NAME: _____

ITEM #	YEARLY ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1	2,900,000 ½ Pint	Milk, fat-free, ½ pints (slim pac), grade A, pasteurized homogenized.	\$ _____ Per ½ Pint
Case Count:50		Brand Bid: _____	
2	2,900,000 ½ Pint	Milk, ½ pint pouch grade A, pasteurized homogenized, fat-free.	\$ _____ Per ½ Pint Pouch
Case Count: _____		Brand Bid: _____	
3	700 Containers	Cottage cheese creamed or dry-large curd, no added salt, fat free 24 oz container	\$ _____ Per Container
		Brand Bid: _____	
4	200 Pints	Fruit Punch Drinks one (1) Pint size	\$ _____ Per Pint
Case Count: _____		Brand Bid: _____	
5	1,664 ½ Gallons	Lactose Free Milk / 2% , ½ gallon	\$ _____ Per ½ Gallon
		Brand Bid: Deans or Equal Product: _____	
6	3,536 Gallons	Milk 2% Gallon	\$ _____ Per Gallon
		Brand: McArthur or Equal Product: _____	
7	1,560 Gallons	Milk Fresh, Grade A, Homogenized, Gallon	\$ _____ Per Gallon
		Brand Bid: _____	

SECTION 4
BID SUBMITTAL FOR:
Milk, Other Dairy Products And Fruit Drinks

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: Milk, Other Dairy Products And Fruit Drinks

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 interest 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.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: _____ FEIN No. _____

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 Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who are awarded this 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 Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, 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 recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent 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.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity					Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Material s/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity					Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

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 department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <https://www.research.net/s/mdc-subcontractor-demographics> As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

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

Signature of Proposer _____

Print Name _____

Print Title _____

Date _____