

Solicitation FB-00182

Frozen Pancakes and French Toast

Bid designation: Public



Miami-Dade County

Bid FB-00182 Frozen Pancakes and French Toast

Bid Number **FB-00182**
 Bid Title **Frozen Pancakes and French Toast**
 Expected Expenditure **\$375,000.00** (This price is expected - not guaranteed)

Bid Start Date **Feb 9, 2015 1:19:24 PM EST**
 Bid End Date **Feb 20, 2015 6:00:00 PM EST**
 Question & Answer End Date **Feb 12, 2015 6:00:00 PM EST**

Bid Contact **Sherry Clentscale**
305-375-2179
scents@miamidade.gov

Contract Duration **5 years**
 Contract Renewal **Not Applicable**
 Prices Good for **See Bid Documents**

Bid Comments The purpose of this solicitation is to establish a term contract for the purchase of frozen pancakes and french toast for the Miami-Dade Corrections & Rehabilitation Department on an as needed basis.

Item Response Form

Item **FB-00182--01-01 - Frozen Pancakes**
 Quantity **8840 case**
 Unit Price
 Delivery Location **Miami-Dade County**
Miami-Dade County
 111 NW 1 Street
 Miami FL 33128
 Qty 8840
 Expected Expenditure \$73,548.80

Description
 Pancakes, Frozen

Brand Name: _____
 Packed _____ per case

Item **FB-00182--01-02 - French Toast**
 Quantity **100 case**
 Unit Price
 Delivery Location **Miami-Dade County**
Miami-Dade County
 111 NW 1 Street
 Miami FL 33128
 Qty 100
 Expected Expenditure \$1,512.00

Description
 French Toast

Brand Name: _____
 Packed: _____ per case

BID NO.: FB-00182
OPENING: 6:00 PM
Frozen Pancakes and French Toast
Feb 20, 2015



MIAMI-DADE COUNTY, FLORIDA

INVITATION
TO BID

TITLE:
Frozen Pancakes and French Toast

BIDS WILL BE ACCEPTED UNTIL 6:00 PM
ON
Feb 20, 2015

FOR INFORMATION CONTACT:
Sherry Clentscale, 305-375-2179, sclements@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION 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.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.

**GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers 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 general terms and conditions are considered non-negotiable.

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-r14-3.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance

with all specifications contained in the solicitation electronically.

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this Invitation to Bid is to establish a contract for the purchase of Frozen Pancakes and French Toast for the Miami-Dade County Corrections & Rehabilitation Departments 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 Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty month period.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision may affect that vendor's eligibility for future contracts.

2.3 METHOD OF AWARD: To a Single Lowest Priced Vendor In The Aggregate:

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

2.3.1 MINIMUM QUALIFICATION REQUIREMENT:

To be eligible for award, bidder(s) shall meet the following minimum qualification requirement:

1. Vendor must submit with its proposal, complete product specifications for the frozen pancakes and French toast offered to include the product's manufacturer, product's ingredients, and product's nutritional specification.

2.4 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON GOVERNMENTAL PRICE INDEX:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for the term of the contract. The only exception in this regard is that this fixed price shall be adjusted upward or downward based on the Consumer Price Index (CPI) Food and Beverage, All Urban Consumers Miami-Fort Lauderdale Area: Table 4.

Notification of adjustment shall be submitted to the County's Department of Procurement Management for review ninety (90) days prior to the expiration of each twelve (12) month period. Increases in price exceeding five percent (5%) per item shall not be allowed. It is the vendor's responsibility to request any pricing adjustment under this provision. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the next twelve (12) month period will commence without pricing adjustment.

It should be noted that requests for price adjustments may affect the primary vendor's designation status dependent upon vendor responses to notice of the index change.

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It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

2.5 CONTACT PERSON(S):

For any additional information regarding the specifications and requirements of this solicitation, you may contact Sherry Clentscale, at (305) 375-2179, or via e-mail at sclents@miamidade.gov

2.6 INDEMNIFICATION AND INSURANCE (8)-FOOD SERVICE/INSTALLATION OF EQUIPMENT (REQUIRING PRODUCTS AND COMPLETED OPERATIONS LIABILITY)

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance – this policy shall be endorsed to include products and completed operations liability insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128-1989

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the Contractor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days, may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor in accordance with Section 1.23 of this solicitation.

2.7 METHOD OF PAYMENT

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice

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- Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- I County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property

2.8 DELIVERY SHALL BE FIVE (5) DAYS AFTER DATE OF ORDER

The successful bidder(s) shall make deliveries within five (5) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and 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 God, 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 appropriately considered by the County. Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. 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. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default. 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.

2.9 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

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2.10 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 its 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 awarded vendor(s) to obtain a price quote for the similar items. The County reserves the right to award these additional items to the contract's vendor, or to acquire the items through a separate solicitation.

2.11 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

2.12 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

2.13 DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

2.14 DELIVERY LOCATIONS AND HOURS SPECIFIED

The vendor shall deliver items to the following County facilities during the prescribed hours: Regular deliveries shall be made and adhered to Correction sites on Wednesday of each week between 7:30 A.M. and 11:00 A.M. Occasional emergency orders are part of the requirements of this solicitation.

1. Pre-Trial Detention Center: 1321 N.W. 13th Street Miami, Florida 33125
2. Turner Guildford Knight Center: 7100 N.W. 41 Street Miami, Florida 33166
3. Metro West Detention Center: 13850 NW 41 Street Miami, Florida 33166

SOLICITATION TITLE: FROZEN PANCAKES AND FRENCH TOAST**SOLICITATION NO.: FB-00182****2.15 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER**

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any re-procurement costs incurred by the County.

2.17 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the bidders may be required to submit a sample for 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 any certifiable laboratory for analysis. Any costs for testing shall be borne by 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.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE**

The purpose of this contract is to provide frozen pancakes and french toast (Frozen foods) to the Miami-Dade Corrections and Rehabilitation Department on an as needed basis.

3.2 FROZEN FOODS PRODUCT SPECIFICATIONS**A. Pancakes-Frozen**

- i. Product to be made with whole fresh eggs, buttermilk and enriched flour must be baked on a griddle and then flash frozen.
- ii. Product must hold on steam table for half an hour.
- iii. Pancakes must be packed in multiple inner case poly bags for freshness.
- iv. Pancakes must be 4" in diameter and weigh approximately 1.2 oz ea.

B. French Toast- Frozen

- i. Product to be made with whole fresh eggs, reduced fat milk, and enriched flour.
- ii. Product must be cooked on a griddle to a rich, golden brown and then flash frozen.
- iii. French toast must be packed in multiple inner case poly bags for freshness.
- iv. Each piece must be 4" square and a minimum of ½" thick and weigh approximately 1.5 oz.

C. Kosher Certification

- i. All product labeling must contain Kosher Certification

3.3 DELIVERY SPECIFICATIONS

- i. All Frozen foods shall have no signs of having been defrosted and shall be hard frozen at time of local delivery. If the items are found to be partially thawed, food will not be accepted. It will be the awarded Vendor's responsibility to deliver properly frozen food immediately.
- ii. The County shall not accept damaged, opened, re-taped or soiled cases of merchandise, Damaged, opened, re-taped or soiled individual servings within cases shall not be accepted. Merchandise will be returned for credit.
- iii. Carrier shall utilize only properly insulated, mechanical or thermostatically temperature controlled equipment to protect the product.



**Miami-Dade County
Procurement Management Services
Solicitation Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

| | | | | |
|--|--|--|---|--|
| Solicitation No. FB-00182 | | Solicitation Title: Frozen Pancakes and French Toast | | |
| Legal Company Name (include d/b/a if applicable): <input style="width: 90%;" type="text"/> | | Federal Tax Identification Number: <input style="width: 90%;" type="text"/> | | |
| If Corporation - Date Incorporated/Organized: <input style="width: 90%;" type="text"/> | | State Incorporated/Organized: <input style="width: 90%;" type="text"/> | | |
| Company Operating Address: <input style="width: 90%;" type="text"/> | | City <input style="width: 90%;" type="text"/> | State <input style="width: 90%;" type="text"/> | Zip Code <input style="width: 90%;" type="text"/> |
| Remittance Address (if different from ordering address): <input style="width: 90%;" type="text"/> | | City <input style="width: 90%;" type="text"/> | State <input style="width: 90%;" type="text"/> | Zip Code <input style="width: 90%;" type="text"/> |
| Company Contact Person: <input style="width: 90%;" type="text"/> | | Email Address: <input style="width: 90%;" type="text"/> | | |
| Phone Number (include area code): <input style="width: 90%;" type="text"/> | Fax Number (include area code): <input style="width: 90%;" type="text"/> | Company's Internet Web Address: <input style="width: 90%;" type="text"/> | | |

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 prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.

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 has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; 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 the Bidder meets the 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 or Broward County in accordance with the Interlocal Agreement between the two counties.

Place a check mark here only if affirming the Bidder meets requirements for the Locally-Headquartered Preference (LHP). **Failure to complete this certification at this time (by checking the box) 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 the Bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with the bid.

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)

An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. The SBE/Micro Business Enterprise must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide your Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder 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 Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space: . In such event, the Bidder shall furnish together with its bid response 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 Bidder 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 Bidder 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.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

| | |
|--|--|
| Bidder's Authorized Representative's Signature . <input style="width: 90%; height: 20px;" type="text"/> | Date <input style="width: 90%; height: 20px;" type="text"/> |
| Type or Print Name <input style="width: 90%; height: 20px;" type="text"/> | |

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



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

Name of Bidder/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 Bidders/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 Bidder/Proposer who is 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 Bidder/Proposer 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 Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/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 Direct Supplier | Principal Owner | Supplies/Materials/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) | | | | | | | |
|---|-----------------|--|---|---|-------|-------|----------|------------------------|--------------------------------|-------|--|---|-------|-------|----------|------------------------|--------------------------------|-----|
| | | | 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 | Oth |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

| 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) | | | | | | | |
|---|-----------------|--|---|---|-------|-------|----------|------------------------|--------------------------------|-------|--|---|-------|-------|----------|------------------------|--------------------------------|-----|
| | | | 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 | Oth |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

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 Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/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 Bidder/Proposer Print Name Print Title Date



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : Federal Employer Identification Number (FEIN):

Contract Title:

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

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 Expiration Date Notary Public Seal

Question and Answers for Bid #FB-00182 - Frozen Pancakes and French Toast

OVERALL BID QUESTIONS

There are no questions associated with this bid.