

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.

Contract
 Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQPM1100184 TERM OF CONTRACT TWO (2) YEAR(S) WITH ONE (1) YEAR) OTR'S FOR THREE (3) YEARS

Requisition /Project Title: MAILING SERVICES

Description: Same as above

Issuing Department: VARIOUS DEPTS
 Estimate Cost: \$2,530,000

Contact Person: Diana Olivari Phone: (305) 869-1267
Funding Source:
 Aviation – Revenue Funding
 Clerk or Courts – Proprietary Revenue
 Finance – General Fund
 GSA – General Fund
 Library – Library District
 Property Appraisal – General Fund
 WASD – WASD Proprietary Revenue

ANALYSIS

<u>Commodity Codes:</u> 915-58, & 962-24			
Contract/Project History of previous purchases three (3) years Check here <u>N/A</u> if this is a new contract/purchase with no previous history.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Postal Center Int'l Arrowmail Presort Company, Inc	Same	Same
Small Business Enterprise:	N/A	N/A	N/A
Contract Value:	\$1,375,000	\$1,375,000	\$1,375,000

Comments:

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: <i>Sherry Y. Crockett, C.P.P.B.</i>	Date sent to DBD: 09/23/11
	Date returned to DPM:



BID NO.:

OPENING: 2:00 P.M.

, 2011

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

MAILING SERVICES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	Not Applicable
CATALOGUE AND LISTS:.....	Not Applicable
CERTIFICATE OF COMPETENCY:	Not Applicable
EQUIPMENT LIST:	Not Applicable
EXPEDITED PROCUREMENT PROGRAM (EPP):	Not Applicable
INDEMNIFICATION/INSURANCE:.....	SEE SECTION 2, PARA. 2.11
LIVING WAGE.....	SEE SECTION 2, PARA 2.24
PRE-BID CONFERENCE/WALK-THRU:	Not Applicable
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECTION 2, PARA. 2.2
SAMPLES/INFORMATION SHEETS:	Not Applicable
SECTION 3 – MDHA:.....	Not Applicable
SITE VISIT/AFFIDAVIT:.....	Not Applicable
USER ACCESS PROGRAM:.....	SEE SECTION 2, PARA. 2.21
WRITTEN WARRANTY:	Not Applicable

FOR INFORMATION CONTACT:

Sherry Y. Crockett, CPPB at 305-375-,4693 or at Crockett@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

N/A

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE

MIAMI-DADE COUNTY

BID NO.: -OTR

SECTION 1
GENERAL TERMS AND CONDITIONS

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Title: Mailing Services

~~Sr.~~ Procurement Contracting Officer ~~Agent~~: Sherry Y. Crockett, CPPB

Bids will be accepted until 2:00 p.m. on _____, 2011

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. ~~The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/DPM/SOLICITATIONLIST.ASPX). Failure to comply with this requirement may result in your Bid not being considered for award.~~

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 VENDOR RESPONDING TO THIS SOLICITATION

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
 4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) 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 Affidavit**
(Article V of Chapter 11 of the County Code)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
 11. **Subcontracting Practices**
(Ordinance 97-35)
 12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
 13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
 14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
 15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
 16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
 17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
 18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1
GENERAL TERMS AND CONDITIONS

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying **regarding this solicitation** to file the appropriate form with the Clerk of the Board **stating that a particular lobbyist is authorized to represent the Bidder/Proposer**. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all the Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County 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 in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder. The departmental contract manager shall verify the certification(s), license(s), permit(s), etc. for the awarded bidder(s) prior to authorizing work and as needed.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder 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 be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder 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.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of

perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

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1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

MAILING SERVICES

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of mailing services and to furnish all labor, equipment, supervision, transportation, and incidentals required to pick up, presort, process, and/or deliver County mail in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to awards valued up to \$1 million and a 5% percent bid preference shall apply to awards greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE – INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIXED FOR TWENTY-FOUR (24) MONTH PERIOD

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, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for twenty-four (24) months and upon completion of the expressed and/or implied warranty periods.

2.5 OPTION TO RENEW FOR THREE (3) ADDITIONAL YEAR(S) (With Price Adjustment):

The initial contract prices resultant from this solicitation shall prevail for a two (2) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an

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additional three (3) year(s) period on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to prices based on paragraph 2.7.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current 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 that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

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. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

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

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD: To Lowest Priced Vendor by Group

Award of this contract will be made to the lowest priced responsive, responsible vendor on a group-by-group basis exclusive of the optional items. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The County will then select the vendor for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

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Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1.5, Award of Bid Solicitation.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract with the following exception:

The successful; bidder(s) prices paid under this contract will be adjusted annually, effective on October 1st of each year, pursuant to the annual Living Wage increase and amendments to Miami Dade County Code, Section 2-8.9 governing living wages as passed by the Board of County Commissioners.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT – INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES – INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider 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 Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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 vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, 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 vendor as required by Florida Statute 440.

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- B. General 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.

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 "B" as to management, and no less than "Class V" 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.

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 and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

The vendor 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 vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

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The vendor 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 vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor 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 vendor in accordance with Section 1, paragraph 1.22 of this solicitation.

2.12 BID GUARANTY – INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND – INTENTIONALLY OMITTED

2.14 CERTIFICATIONS – INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: WEEKLY INVOICES

All vendors supplying contractor-type-assistance/maintenance service to Metro-Dade County are required to furnish "job tickets" that contain the following information for the personnel supplied or performing service:

- A. Purchase Order Number.
- B. Project Number.
- C. Location.
- D. Full Name of Individual.
- E. Social Security Number.
- F. Job Classification.
- G. Date.
- H. Number of hours worked by date.
- I. Material Furnished.
- J. County Acceptance/Authorized Signature.
- K. Any additional materials necessary for the completion of a

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Metro-Dade Project, whereas not contracted for must be on a cost-plus-percentage-of-cost basis. Documentation which displays actual percentage cost must accompany invoice in order to process.

All such completed "job tickets" for a given project shall be attached to a single overall invoice that provides the basic information set forth below. These invoices shall be processed weekly to the County user department(s) that requested the work.

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. 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

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

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- 2.16 **SHIPPING TERMS – INTENTIONALLY OMITTED**
- 2.17 **DELIVERY REQUIREMENTS – INTENTIONALLY OMITTED**
- 2.18 **BACK ORDER ALLOWANCE – INTENTIONALLY OMITTED**
- 2.19 **WARRANTY REQUIREMENTS – INTENTIONALLY OMITTED**
- 2.20 **CONTACT PERSON:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Sherry Y. Crockett, CPPB at (305) 375-4693 or via email – Crocket@miamidade.gov.

2.21 **COUNTY USER ACCESS PROGRAM (UAP)**

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB

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Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 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).

2.23 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.24 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

SECTION 1
GENERAL TERMS AND CONDITIONS

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. **DEFINITIONS**

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

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- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
 - (i) food preparation and/or distribution;
 - (ii) security services;
 - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
 - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
 - (v) transportation and parking services including airport and seaport services;
 - (vi) printing and reproduction services; and,
 - (vii) landscaping, lawn and/or agricultural services.
 - (2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.
 - (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation

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Department facility; and providing such other ramp services approved in writing by the Aviation Department;

- (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
- (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
- (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
- (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
- (vii) Janitorial Services;
- (viii) Delayed Baggage Services;
- (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

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- (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered for a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
 - (xi) In warehouse cargo handlers.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.
- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the

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service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

(1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

- i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.
- ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six

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months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. **LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

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D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

- (1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
- (2) For the second underpayment, a penalty in an amount equal to 20% thereof;
- (3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
- (4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. **PAYROLL; RECORDS; REPORTING**

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments

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including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. **PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and

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the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
- 2) The penalties assessed;
- 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
- 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

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F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a fourth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

2.25 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. When there is one vendor awarded to each group, the County reserves the right to quote the contract vendor and at least three non-contracted vendors.

2.26 COUNTY HOLIDAYS

County buildings will be closed and the successful bidder's services shall not be required, during the following County observed holidays.

- | | |
|------------------------------|-------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Holiday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Fourth of July | Christmas Day |
| Labor Day | |

SECTION 3
TECHNICAL SPECIFICATION

MAILING SERVICES

3.1 SCOPE

To establish a contract for the purchase of mailing services and to furnish all labor, equipment, supervision, transportation, and incidentals required to pick up, presort, process, and/or deliver County mail in conjunction with the County's needs on an as needed when needed basis

3.2 REQUIREMENTS

1. In addition to the other requirements established within this Invitation to Bid, the successful bidder must be primarily engaged in, and must process on average 150,000 pieces of presort mail per day.
2. The courier used by the successful bidder shall be an employee of the successful bidder or a dedicated employee of a sub-contractor of the successful bidder. They shall be equipped with two way mobile communication capacity to communicate directly with the contractor as necessary, from anywhere at any time. The courier must carry valid personal as well as employee issued identification. The courier must be able to converse in English with County Staff.
3. The minimum acceptable performance standard, based on any bi-weekly average, shall have an 11-digit barcode applied to 85% of the volume of First Class letter mail presented for barcoding. Failure to meet this established standard shall result in the County terminating the contract.
4. Minimum performance standards shall apply to postal discount rates. 93% to 95% of the County's letter sized presort first class mail is destined for Section Center Facility (SCF) 330 or 331. During any bi-weekly period the County requires that these discounted postage rates be achieved:
 - a) A minimum of 68% of this mail must qualify for the USPS Commercial First Class Automation 5 digit letter rate.
 - b) An average of 16% of the County mail will qualify for the USPS Commercial First Class Automation 3 digit letter rate.
 - c) Not more than 7% of this mail will be sent at the highest USPS Commercial First Class Automation letter rates Mixed Automated Area Distribution Center (AADC).

Comment [CS(1)]: Did the rates change?

Failure to meet these performance standards may result in the County terminating the contract.

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5. For mail requiring special processing such as folding, inserting, tabbing or addressing the successful bidder's processing must be completed no later than the second work day after it is received. The County shall be notified when the mail is delivered to the USPS. For example, mail received by the bidder on Monday will be dropped at the USPS Bulk Mail Entry Unit (BMEU) not later than Wednesday. On occasion the County may require that a special mailing be done on the next business day. When this expedited service is required a representative of the County will call the vendor to establish that they will meet the required deadline. If the vendor cannot meet the required deadline, the County is free to pursue other options through other vendors.
6. The regular presort mail must be processed and delivered to the USPS on the day it is picked up from the County. Regular presort mail must never be held overnight by the vendor. Holding mail for any reason shall result in the County terminating the contract.
7. Mail that is rejected on first pass through the MLOCR and that require additional manipulation in order to obtain an 11 digit barcode can be held for additional processing by the vendor until the next business day.

3.3 EQUIPMENT

1. To achieve the required postage rate discounts, the successful bidder shall have at their processing facility prior to pre-award inspection, a minimum of three (3) operational Multi Line Optical Character Readers (MLOCR) Barcode systems. If bidder fails to have equipment prior to pre-award inspection, bidder shall be deemed non-responsive.
2. The successful bidder shall have prior to pre-award inspection, a minimum of one (1) Remote Video Encoding (RVE) or Manual Encoding system to process poorly addressed mail pieces or hand addressed mail pieces. If bidder fails to have equipment prior to pre-award inspection, bidder shall be deemed non-responsive.
3. For the metering of postage, the successful bidder shall have prior to pre-award inspection, a minimum of one (1) USPS authorized Postage Metering system. If bidder fails to have equipment prior to pre-award inspection, bidder shall be deemed non-responsive.
4. The successful bidder shall have prior to pre-award inspection, a minimum of two (2) courier vehicles. If bidder fails to have equipment prior to pre-award inspection, bidder shall be deemed non-responsive.
5. The successful bidder's Multi Line Optical Character Reader (MLOCR) and Remote Video Encoding (RVE) equipment shall have prior to pre-award

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inspection, a computer software approved and certified by the U.S. Postal Service with address/Zip Code information updated as required by USPS regulations using MASS/CASS (Coding Accuracy Support System) certified software. The successful bidder shall provide current certification documents to Miami-Dade County Department of Procurement Management (DPM) with its bid submittal forms. Additional documentation must also be submitted to DPM periodically to ensure that the certification of the equipment is maintained current with USPS. Failure to submit these documents may be in default of the terms of the contract. If bidder fails to submit documentation with its bid submittal form, the bidder shall be given sufficient time after notification to turn-in the document.

6. Bidders are required to complete and submit their Mail Processing Equipment Inventory. ***The Mail Processing Equipment Inventory must be submitted with the Bid Submittal Forms. If bidder fails to submit inventory with its bid submittal form, the bidder shall be given sufficient time after notification to turn-in the document. Failure to comply after being notified, the bidder's bid submittal form shall be deemed non-responsive.***
7. The successful bidder must maintain all the equipment necessary to perform the services required by the County in excellent condition at all times.
8. The successful bidder shall have physical security measures at their mail processing facility and in their courier vehicles to secure and safeguard County mail from theft, forgery, alteration, or exposure to the elements. Upon acceptance of any mail, the successful bidder shall assume sole responsibility and liability for those items or property.
9. The successful bidder's processing facility's telephone and facsimile (fax) numbers shall be toll free to Miami-Dade County departments.
10. The successful bidder must be certified prior to bid opening as a Bulk Mail Entry Unit (BMEU). This certification avoids delays by bypassing the General Mail Facility (GMF) and delivering mail directly to the USPS BMEU, further expediting mail delivery. A copy of the certification may be turned in with bid submittal forms. If bidder fails to submit certificate with its bid submittal forms, the bidder shall be given sufficient time after notification to turn-in the document. Failure to comply after being notified, the bidder's bid submittal form shall be deemed non-responsive.
11. The successful bidder must have prior to pre-award inspection, a Postal One Logistic System on-site. This system speeds the USPS handling of the mail by allowing the mailer to produce routing tags for each tray before the mail is

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taken to the USPS BMEU. If bidder fails to have equipment prior to pre-award inspection, the bidder shall be deemed non-responsive.

12. MERLIN verification must be available on-site prior to pre-award inspection. This USPS system detects incorrect bar codes and addressing that does not meet SPS specifications. These problems can cause unacceptable delays and must be identified and verified on the vendors' premises. If bidder fails to have equipment prior to pre-award inspection, the bidder shall be deemed non-responsive.
13. In the event of a power outage, the successful bidder must have prior to pre-award inspection, an emergency backup power generation system capable of providing sufficient electrical power to light the facility and operate the MLOCR Mail Barcoding system. This system must ensure that the successful bidder can remain operational, able to process the County's mail during electrical outages. If bidder fails to have equipment prior to pre-award inspection, the bidder shall be deemed non-responsive.
14. The successful bidder shall have prior to pre-award inspection, a written disaster recovery plan available for inspection by the County representative. The intent is to ensure that all mailings shall be protected and completed within the agreed upon timelines in the event of an unforeseen power outages or natural disaster. If bidder fails to have a written disaster recovery plan prior to pre-award inspection, the bidder shall be deemed non-responsive.

3.4 DESCRIPTION OF SERVICES

1. The successful bidder shall apply an eleven (11) digit delivery point barcode to 1-3 oz. First Class machine and hand-addressed letter mail.
2. The successful bidder shall process the County mail in the following sequence to ensure that the greatest postage discount is obtained for each piece: Letter mail that does not receive an 11-digit barcode on the first pass through a MLOCR will be re-run through redundant companion equipment; Letter mail that still does not receive an 11-digit barcode will be sent to RVE; Letter mail pieces that still do not qualify for an 11-digit barcode shall then be processed and upgraded to the next postage discount level.
3. Each piece of mail presented by the County to the vendor's courier will be ready for processing on high-speed equipment. The County will strive to conform to these minimum conditions:
 - a) Mail pieces will not be stuck together.
 - b) Metered mail will be sealed.
 - c) Every effort will be made to separate mail by: class, Weight, Size and

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- Mail Piece Style (regular envelope and self mailer).
- d) Mail pieces will be inspected before processing to eliminate staples, paperclips, metal pins and magnets before the mail is given to the vendor.
 - e) Endorsement text, meter amount and meter number will be printed legibly on each piece of metered mail.
 - f) Return address information will appear on all presort first class mail. It will be located on the envelope per USPS requirements.
 - g) Every effort will be made for address information to be printed in standard fonts and single-spaced in the designated area. The area reserved by the USPS for OCR barcodes will be kept free of information, marks or logos.
 - h) Relevant endorsements will appear on the mail – e.g. Presort First Class, Move Update or Presort Standard.
 - i) Mail addressed with barcodes will use the current USPS 11-digit barcode. Barcodes will be printed within the OCR area and meet USPS physical requirements.
 - j) To achieve the best postage discounts every effort will be made for envelopes to be white, tan, manila or other light colors. Dark color envelopes do not qualify for presort discounts.
 - k) Postcards can achieve presort postage discounts only if the correct 11-digit barcode is printed at the time of addressing and meets all USPS specifications.
4. Flat Mail and Fat Mail (letter pieces weighing more than 3 ounces) may be given to the successful bidder for processing. This mail will be machine processed where possible to qualify for the greatest applicable presort postage discounts. Approximately 5% General Services Administration's (GSA) and Clerk of Courts (COC) total output is Flat or Fat mail. Approximately 20% of M-DWASD's total output is Flat mail or Fat mail.
5. Hand-addressed letter mail (1-2 oz.) is also available to the successful bidder for processing via manual or remote encoding, however, is not a requirement under the guidelines for award. Between 5% and 10% of the daily output is hand addressed letter mail (1-2 oz.). This mail will be processed by the successful bidder at the same service fee as that of the encoded machine-addressed letter mail.
6. Approximately 95% of all letter mail will be directed to zip codes with the prefixes 330, 331, or 332.

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3.5 REIMBURSEMENT

The County will reimburse the successful bidder for necessary postage upgrades or additional required postage at 100% of the amount applied. These charges must be included and clearly identified in the successful bidders invoice.

3.6 STANDARD MAIL

The successful bidder will occasionally process Standard Mail (A), both Regular and Enhanced Carrier Route. This processing may include the metering of postage on the mail pieces. Postage applied shall be reimbursed to successful bidder at 100% of the amount applied.

3.7 ADDRESS CORRECTION "FAST FORWARD" AND "RETURN SERVICE REQUIRED"

The vendor shall routinely provide "FAST Forward" service for the County's mail. The latest USPS Move Update Requirements will be used. This service is an integral part of the MLOCR processing and allows the County mail to meet USPS mail address standards, which are evaluated by MERLIN. However, there are times when the County will request that the "FAST Forward" service not be activated due to statutory restriction on the forwarding of mail to new addresses. In those instances, the necessary legally required endorsements shall be printed on the envelopes.

3.8 MAIL PIECES RETURNED TO THE COUNTY

Envelopes without metered postage, clearly defined date or postage markings, or which require upgrading to an international postage rate shall be returned "as is" to the appropriate County Department the following business day.

3.9 MONTHLY REPORTS FOR CLERK OF COURTS

- A. With the inception of this bid solicitation, the Clerk's Office will implement a program designed to better track the volume and categories of mailed coming out of this department. To further this objective, the successful contractor shall furnish a monthly report detailing the items purchased under this bid solicitation. The report shall be broken down by category and totals of all mail processed during each of the previous weeks in the billing period. A sample report is located below. The contractor may include this reporting date with their invoice or as a separate report document. Minimum data required as described below. Any exception to this mandatory requirement may result in a non-performance issued against the contractor.

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REPORT EXAMPLE

	Week of	# of Pieces	3 Digit	5 Digit
	Type of Mail			
1.	First Class (1-3 Oz)	2000	500	1500
2.	First Class (3-11 Oz)	600	300	300
3.	First Class Flats (1-9 Oz)	200	150	50
4.	Misc Flats (Over 9 Oz)	100	N/A	N/A
5.	International	100	N/A	N/A
6.	Certified	50	N/A	N/A
7.	Priority	6	N/A	N/A
8.	Express	5	N/A	N/A
9.	Post Cards	30	N/A	N/A

Comment [CS(2)]: Did this change ?

- B. The contractor shall provide a count sheet form for mail picked up at each location, which will be completed by the user agency and placed in the vendor's supplied mail tub. The count sheet shall include all categories of mail picked up at the particular location. The Contractor may format the count sheet in any manner convenient; however, the numbers filled in on the sheet must be consistent with the categories of mail picked up at the particular locations, including the number of mail tubs. Flats, certified, priority, express, and international mail pieces must also be documented by number of pieces.

A copy of all count sheets for billing period must accompany the monthly invoice.

3.10 MAIL DELIVERY SERVICE REQUIREMENT

The bidder shall be required to process and deliver the mail to a U.S. Postal Service Bulk Mail Entry Unit in the South Florida Postal Region by the acceptance deadline on the date metered on the mail. If the bidder chooses to deliver the County's mail to a USPS facility other than the Miami General Mail Facility located at 2200 NW 72nd Ave (where the County's postage meters are registered) it shall be the bidder's responsibility to ensure that the County's mail is not held, delayed, or interrupted. The bidder will be required to prepare the necessary registration forms and file them with the U.S. Postal Service.

In the event of a power outage, see paragraph 3.3 (13), hurricane or inclement weather situation, the successful bidder will remain in operation so long as the USPS is open and receiving mail and so long as the County mail remains secure and undamaged.

3.11 MAIL PROCESSING FOR CLERK OF COURTS REQUIREMENT

All mail shall be picked up by the contractor and delivered to the USPS on the same day mail is picked up from the various Clerk of Court locations.

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- A. It will be the contractor's responsibility to qualify **100%** of Clerk of Court mail, including flats, weighing up to 9 ounces to obtain the deepest postage discounts possible. To accommodate this requirement, the contractor will be responsible for maximizing potential savings by commingling Clerk of Court permit and metered mail with other customer mailings to increase the department's qualification rates, provided such commingling does **NOT** delay the delivery of any pieces of mail to final destination. The contractor should consider this requirement when proposing his/her prices for the Clerk's Office portion of this solicitation.

Exceptions to the above requirement are that the non-barcoded mail pieces are due to machine rejection. Acceptable reasons for machine rejection are:

1. Illegible hand writing on the envelope
 2. Printing on address label or envelope is too large for machine read
 3. Address label or background markings on envelope interfere with or prevent barcode
 4. Envelope size or material does not meet postal barcode standards
 5. Obstructive items contained in the envelope which prevent machine read and/or feed
- B. The contractor shall notify the department if mail volume falls below the amount required for the contractor to obtain postage discounts for the specific category. The contractor shall not increase services fees due to reduction in volume unless prior written notice of such price increase has been provided to the department.
- C. The contractor shall notify the department if there are an inordinate number of mail pieces being picked up that fall outside established Postal Services guidelines, and which prevent the contractor from applying the postage discounts that would otherwise be available.
- D. The contractor shall report to the department all postal discounts that occur during the term of this contract and how those discounts will be applied toward reducing the contractor's service fees.
- E. The Clerk's Office will pay additional postage required for processing residual mail and other non-qualifying mail pieces. However, any other additional costs associated with processing this category of mail shall be the responsibility of the contractor. The contractor should consider this when proposing his/her prices for the Clerk's Office portion of this solicitation.

SECTION 3
TECHNICAL SPECIFICATION

- F. The contractor shall provide full postage mail pickup at no charge for stamped mail. This mail should be delivered to the Post Office on the same day as other mail picked up by the contractor that day.

3.12 PICK UP

The County reserves the right to change pick-up times and locations with reasonable prior notice to the successful bidder. Should the above schedules change, the contractor must be willing to adjust its schedules to accommodate such changes at no additional charges to the department.

1. Miami-Dade County General Services Administration (GSA)

The successful bidder's courier shall pick up mail from GSA Mail Center located at: 111 NW 1st Street, Suite 1820 (Attention: Audie Thompson, (305) 375-5144) at least twice daily: between 11:30 AM and 12:30 PM and between 4:00 PM and 4:30 PM Monday through Friday, excluding County observed holidays.

On occasion, pick up service will be required at the GSA, Print Shop at 2225 NW 72nd Ave Miami, Florida.

2. Clerk of Courts (COC)

The contractor shall be responsible for the following existing pickup schedules and any amendments hereafter during the term of this contract. Below is the current existing schedule of Clerk's Office which must be followed:

Mail Pick-Up Locations	Pick-Up Times
a) Parking Section – 22 NW 1 st St., 4 th Flr Miami, Fl. Contact: Mattie Gonzalez – (305) 679-1062	3:00/3:30 P.M.
b) County Courthouse Mailroom – 73 W. Flagler St., Miami, Fl. Contact: Willie Whitfield – (305) 349-7472	2:30/3:00 P.M.
c) Stephen P. Clark Center – 111 NW 1 st St., Rm 17-202, Miami, Fl Contact: Salma Barahona – (305) 375-3467	2:00/2:30 P.M.
d) Central Depository Section – 370 SE 1 st St., Rm 200, Miami, Fl Contact: Monica Swain-Allen (305) 579-2590	1:30/2:00 P.M.
e) Richard Gerstein Bldg. Mailroom – 1351 NW 12 th St. Contact: Kathleen Persad (305) 548-5262 (Twice Daily)	11:00/11:30 P.M. & 1:00/1:30 P.M.

SECTION 3
TECHNICAL SPECIFICATIONS

3. Miami-Dade Water and Sewer Department (M-DWASD)

The successful bidder shall pick-up mail from the M-DWASD Mail Centers daily, excluding Saturdays, Sundays, and County holidays. These daily pick-ups shall be made at 4:00 P.M.. The successful bidder's shall pick-up mail from MDWASD Mail Center at Douglas Building-3071 S.W. 38th Ave, Miami, FL 33146

3.13 ESTIMATED QUANTITIES

1. Miami-Dade County General Services Administration (GSA) The number of qualifying mail pieces metered daily by GSA will average ten thousand (10,000) pieces, varying from a low of approximately three thousand (3,000) to over fifty thousand (50,000) pieces per day. The annual total is estimated at one million three hundred thousand (1,300,000) pieces.

In addition, GSA mails approximately 275 presort first class and standard postage mailings each year. These mailing total 5.5 million pieces of permit mail annually. These mailings vary in size from a few hundred pieces to 800,000 pieces.

2. Clerk of the Courts (COC)

The number of qualifying mail pieces metered daily by COC will be approximately 21,000 to 25,000 (approximately 4.5 million per year). A high percentage of this mail will be impact printed self-mailers, which may necessitate MLOCR barcode equipment running at slower speeds to allow for maximum readability of the mail.

3. Miami-Dade Water and Sewer Department (M-DWASD)

The number of qualifying pieces metered daily by M-D WASD will average thirty thousand (30,000) pieces, varying from a low of approximately three thousand to over seventy thousand (70,000) pieces per day. The annual total is estimated at seven million two hundred thousand (7,200,000) pieces. Approximately one-half of M-D WASD's annual qualifying piece total, or over three million six hundred thousand (3,600,000) pieces will be impact printed self-mailers, which in addition to the processing sequence described in paragraph 3.4.2 above, may also require that MLOCR barcode equipment be operated at about one-half of normal processing speed to allow the equipment necessary time to read and look-up the imprinted addresses and apply an 11-digit barcode.

**SECTION 3
TECHNICAL SPECIFICATION**

3.14 PERIODIC TRAINING

The contractor shall provide periodic training free of charge, as necessary, to agencies on how to prepare mail for presort. As the Contractor sees opportunities to presort and process mail at a more economical rate, the Contractor will point out these opportunities to the agencies.

3.15 OFFICE OF THE PROPERTY APPRAISER GENERAL STATEMENT OF WORK

- Pickup, fold, stuff, bar code, Presort, and deliver to Post Office.
- All mailings have critical deadlines that are in accordance with strict Department of Revenue regulations. Department will therefore predetermine mail out dates.
- Fast forward service per piece may be requested.

Type of Mail	Number of Items
MASS MAILINGS:	
Notices of Proposed Property Taxes*	950,000
Personal Property Tax Returns	125,000
Agricultural Class of Lands	21,000
Final Notices (Certified Ag Denials)	3,000
EXEMPTIONS:	
Renewal Applications for Homestead and Related Tax Exemptions	855,000
Final Notices (Certified Hex Denials)	10,000
Receipts	40,000
Receipts (AV Receipts)	8,000
OTHER: (Specify Type)	
HEX Courtesy Applications	40,000
HEX Questionnaires (Includes Denials)	15,000
Income Letter	30,000
Ad Valorem Applications	400
In-House Application Requests	5,000
GENERAL CORRESPONDENCE	
In-House Correspondence	4,000
Gross Income Statements	700

SECTION 3
TECHNICAL SPECIFICATIONS

Options:

Additional inserts may be added which will include folding and inserting.
Need cost of each piece for the following:

1 Piece	.001 per envelope
2 Pieces	.002 per envelope
3 Pieces	.003 per envelope
4 Pieces	.004 per envelope
5 Pieces	.005 per envelope

Other Charges: (Any charges not indicated above must be explained in detail on a separate sheet attached to bid submittal.)

3.16 SPECIAL INSTRUCTIONS FOR GROUP D ITEM ONE-TRIM NOTICES:

Notices are grouped with a code (letter) corresponding to the required inserts. There are several distinct inserts and each notice will have between one and three inserts; approximately fifteen (15) groups; number of inserts fluctuate each year.

MIAMI-DADE COUNTY

BID NO.: -OTR

**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.

, 2011~~07~~



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: _____ DPM _____ Date Issued: _____ This Bid Submittal Consists of Pages 31 through 42

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.

MAILING SERVICES

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of **N/A** of 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	915-58 & 962-24
PROCUREMENT CONTRACTING OFFICER1	Sherry Y. Crockett, CPPB

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>

MIAMI DADE COUNTY

BID NO:

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE
PAGE ~~OF SECTION 4~~, BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE
VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR
BID NON-RESPONSIVE

MIAMI-DADE COUNTY

BID NO.: -OTR

BID SUBMITTAL FOR:

MAILING SERVICES

FIRM NAME: _____

BID SUBMITTAL FOR:

MAILING SERVICES

FIRM NAME: _____

GROUP A GENERAL SERVICES ADMINISTRATION

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL
1	5,000 Pieces (Daily Average)	Pick-up, Process, Barcode/Presort, and Deliver First Class to the USPS, 1-3.5oz. Machine, Addressed Mail Per Technical Specifications	\$ _____ /Piece	\$ _____
2	1,000 Pieces	Encoding/Presort First Class (1-3.5oz) machine and hand addressed mail pieces	\$ _____ /Piece	\$ _____
3	750 Pieces	Presort Flats and Fats (Hand and Machine Addressed)	\$ _____ /Piece	\$ _____
4		Process Service Fees:		
a.	999 Pieces	Metering - less than 1,000 pieces	\$ _____ /Piece	\$ _____
b.	999 Pieces	Addressing (Ink Jet) - less than 1,000 pieces	\$ _____ /Piece	\$ _____
c.	999 Pieces	Labeling - less than 1,000 pieces	\$ _____ /Piece	\$ _____
d.	999 Pieces	Folding - less than 1,000 pieces	\$ _____ /Piece	\$ _____
e.	999 Pieces	Inserting (One Piece) - less than 1,000 pieces	\$ _____ /Piece	\$ _____
f.	999 Pieces	Inserting (Additional Pieces) - less than 1,000 pieces	\$ _____ /Piece	\$ _____
g.	999 Pieces	Folding and Inserting (One Piece) less than 1,000 pieces	\$ _____ /Piece	\$ _____
h.	999 Pieces	Tab Sealing (One Tab) - less than 1,000 Pieces	\$ _____ /Piece	\$ _____
i.	999 Pieces	Tab Sealing (Two Tabs) - less than 1,000 Pieces	\$ _____ /Piece	\$ _____

MIAMI DADE COUNTY

BID NO:

j.		Other Charges: (Any charges not indicated above must be entered here and explained in detail on a separate sheet attached to bid submittal.)	\$ _____
		TOTAL GROUP A 1-4J	\$ _____
		GRAND TOTAL GROUP A 1-4J X 104 WEEKS	\$ _____

GROUP B CLERK OF COURTS

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL
1	25,000 Pieces (Daily Average)	Pick-up, Process, Barcode/Presort, and Deliver First Class, 1 & 2oz. Machine Addressed Mail, Per Technical Specifications	\$ _____/Piece	\$ _____
2	3,750 Pieces	Encoding/Presort First Class (1 & 3oz) machine and hand addressed mail pieces	\$ _____/Piece	\$ _____
3	30,000 Pieces	Presort Flats and Fats (Hand and Machine Addressed)	\$ _____/Piece	\$ _____
4		Process Service Fees:		
a.	3,750 Pieces	Machine Barcode of First Class 1 to 3 ounces	\$ _____/Piece	\$ _____
b.	3,750 Pieces	Manual Sort of First Class 1 to 3 ounces (RVE)	\$ _____/Piece	\$ _____
c.	3,750 Pieces	Machine Barcode of First Class 3-11 ounces	\$ _____/Piece	\$ _____
d.	3,750 Pieces	Non-Barcode Sort of First Class 3-11 ounces (RVE)	\$ _____/Piece	\$ _____
e.	3,750 Pieces	Presort (1-3oz)	\$ _____/Piece	\$ _____
f.	3,750 Pieces	Presort (3-11oz)	\$ _____/Piece	\$ _____
g.	30,000 Pieces	First Class Flats Up to 9 Ounces	\$ _____/Piece	\$ _____
h.	10,000 Pieces	Certified Mail	\$ _____/Piece	\$ _____
i.	300 Pieces	Express Mail	\$ _____/Piece	\$ _____
j.	2,900 Pieces	International Mail	\$ _____/Piece	\$ _____
k.	49,000 Pieces	Postcards	\$ _____/Piece	\$ _____
l.	3,750 Pieces	Postage Affix (Metering Fee)	\$ _____/Piece	\$ _____
m.	3,750 Pieces	Fast Forward Services	\$ _____ Piece	\$ _____
n.		Other Charges: (Any charges indicated above must be entered here and explained in detail on a separate sheet attached to bid submittal.)		\$ _____
		TOTAL GROUP B 1-4N		\$ _____

MIAMI-DADE COUNTY

BID SUBMITTAL FOR:

BID NO.: -OTR

MAILING SERVICES

FIRM NAME: _____

		GRAND TOTAL GOUP B 1-4N X 104 WEEKS		\$ _____
--	--	--	--	----------

BID SUBMITTAL FOR:

MAILING SERVICES

FIRM NAME: _____

GROUP C MIAMI DADE WATER & SEWER DEPARTMENT

ITEM	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL
1	30,000 Pieces (Daily Average)	Pick-up, Process, Barcode/Presort, and Deliver First Class, 1 & 3 oz. Machine Addressed Mail, Per Technical Specifications	\$ _____/Piece	\$ _____
2	800,000 Pieces	Encoding/Presort First Class (1 & 3oz) machine addressed mail pieces	\$ _____/Piece	\$ _____
3	10,000 Pieces	Encoding/Presort First Class (1 & 3oz) hand addressed mail pieces	\$ _____/Piece	\$ _____
4	300,000 Pieces	Presort Flats and Fats (Hand and Machine Addressed)	\$ _____/Piece	\$ _____
5	50,000 Pieces	"FAST forward" & Address Correction Information	\$ _____/Piece	\$ _____
6		Other Charges: (Any charges indicated above must be entered here and explained in detail on a separate sheet attached to bid submittal,)		\$ _____
		TOTAL GROUP C 1-6		\$ _____
		GRAND TOTAL GROUP C 1-6 X 104 WEEKS		\$ _____

MIAMI DADE COUNTY

BID NO:

ITEM	ESTIMATED TOTAL #10 ENVELOPES TO STUFF	PAGES TO INSERT PER ENVELOPE	TOTAL PAGES TO FOLD & INSERT	#9 ENVELOPES TO INSERT	COST PER ENVELOPES (all pieces including #9 envelope)	TOTAL COST
------	--	------------------------------	------------------------------	------------------------	---	------------

GROUP D MIAMI-DADE PROPERTY APPRAISAL

1. AUGUST (LINE ITEM 1)

RP TRIM	110,350	3	331,050		\$	\$
RE TRIM						

Inserts vary and are broken into groups as follows:

SET A	589,040	3	1,767,120		\$	\$
SET B	31,115	4	124,460		\$	\$
SET C	7,292	5	36,460		\$	\$
SET D	82,322	4	329,288		\$	\$
SET E	166	5	830		\$	\$
SET F	3,443	4	13,772		\$	\$
SET G	17	5	85		\$	\$
SET H	748	4	2,992		\$	\$
SET I	447	4	1,788		\$	\$
SET J	514	4	2,056		\$	\$
SET K	17	4	68		\$	\$
SET L	155	4	620		\$	\$
SET M	252	4	1,008		\$	\$
SET N	15	4	60		\$	\$
ITEM	ESTIMATED TOTAL #10 ENVELOPES TO STUFF	PAGES TO INSERT PER ENVELOPE	TOTAL PAGES TO FOLD & INSERT	#9 ENVELOPES TO INSERT	COST PER ENVELOPES (all pieces including #9 envelope)	TOTAL COST

GROUP D MIAMI-DADE PROPERTY APPRAISAL CONT'D

MIAMI-DADE COUNTY

BID SUBMITTAL FOR:

BID NO.: -OTR

MAILING SERVICES

FIRM NAME: _____

2. SEPTEMBER (LINE ITEM 2)

RP TRIM						
Second Notice	5,000	1	5,000		\$	\$
RE TRIM						
Second Notice	15,000	1	15,000		\$	\$

3. DECEMBER (LINE ITEM 3)

HEX Renewal						
Receipt	410,000	1	410,000		\$	\$
Senior Renewal						
Application	38,000	2	76,000	1	\$	\$
T & P Exempt	6,000	1	6,000	1	\$	\$
TPP Return	120,000	3	360,000	1	\$	\$
Homestead Application						
Exemption Mail-						
Out	50,000	2	100,000	1	\$	\$

4. JANUARY-MAY (LINE ITEM 4)

Hex App Receipt	25,000	2	50,000	1	\$	\$
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5. JANUARY (LINE ITEM 5)

Homestead Application						
Exemption Mail-						
Out	15,000	2	30,000	1	\$	\$
Statement of Gross						
Income	2,000	1	2,000	1	\$	\$

MIAMI DADE COUNTY

BID NO:

ITEM	ESTIMATED TOTAL #10 ENVELOPES TO STUFF	PAGES TO INSERT PER ENVELOPE	TOTAL PAGES TO FOLD & INSERT	#9 ENVELOPES TO INSERT	COST PER ENVELOPES (all pieces including #9 envelope)	TOTAL COST
------	--	------------------------------	------------------------------	------------------------	---	------------

GROUP D MIAMI-DADE PROPERTY APPRAISAL CONT'D

6. MARCH (LINE ITEM 6)

Senior Exemption						
Receipt	30,000	1	30,000	1	\$	\$
Hex Questionnaire						
Letter	8,000	1	8,000	1	\$	\$
Income Letter	8,500	1	8,500	1	\$	\$

7. APRIL (LINE ITEM 7)

Statement of Gross Income-						
Reminder	2,000	1	2,000	1	\$	\$

8. JUNE (LINE ITEM 8)

AG Denial	8,000	1	8,000		\$	\$
SR Reminder	8,000	2	16,000	1	\$	\$
Hex Denial	4,500	1	4,500		\$	\$

TOTAL ITEMS 1 THRU 7 \$

MIAMI-DADE COUNTY

BID NO.: -OTR

BID SUBMITTAL FOR:

MAILING SERVICES

FIRM NAME: _____

BID SUBMITTAL FOR:

MAILING SERVICES

FIRM NAME: _____

OPTIONAL ITEMS:

Additional inserts may be added which will include folding and inserting. Need cost of each piece for the following:

a.	1 Piece	.001 per envelope	\$ _____	\$ _____
b.	2 Pieces	.002 per envelope	\$ _____	\$ _____
c.	3 Pieces	.003 per envelope	\$ _____	\$ _____
d.	4 Pieces	.004 per envelope	\$ _____	\$ _____
e.	5 Pieces	.005 per envelope	\$ _____	\$ _____
f.	Other Charges: (Any charges not indicated above must be entered here and explained in detail on a separate sheet attached to bid submittal.)		\$ _____	\$ _____

TOTAL ITEMS A THRU F \$ _____

MIAMI DADE COUNTY

BID NO:

Comment [CS(3):

MAIL PROCESSING EQUIPMENT INVENTORY

Multi-Line Optical Character Reader Barcode Systems:			
Model	Manufacturer	Model Year	Additional Information

Video or Manual Encoding Systems:			
Model	Manufacturer	Model Year	Additional Information

USPS Authorized Postage Metering Systems:			
Model	Manufacturer	Model Year	Additional Information

Courier Vehicles			
Model	Manufacturer	Model Year	Additional Information

**ATTACH ADDITIONAL SHEETS IF NECESSARY
FAILURE TO COMPLETE AND SUBMIT INVENTORY WITH YOUR PROPSAL MAY
RENDER YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY

BID NO.: -OTR

**SECTION 4
BID SUBMITTAL FOR:
MAILING SERVICES**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE 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:** _____

PRINT NAME: _____ **TITLE OF OFFICER:** _____



Bid Title: MAILING SERVICES

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

Place a check mark here only if 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 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) shall render the vendor ineligible for Local Preference.

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.

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.

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 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor 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 _____

MIAMI-DADE COUNTY

BID NO.: -OTR



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. _/_- _/_/_/_/_/_/_

Prompt Payment Terms: ____% ____ days net ____ days

*****By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract** (Please see paragraph 1.2 H of General Terms and Conditions)***

Signature: _____ **(Signature of authorized agent)**

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.

MIAMI DADE COUNTY

BID NO:



APPENDIX
AFFIDAVITS
FORMAL BIDS



Miami-Dade County
 Department of Procurement Management
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.

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 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	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 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 _____ 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 _____

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the 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.
 This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

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MIAMI DADE COUNTY

BID NO:

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MIAMI DADE COUNTY

BID NO:

