



INVITATION TO QUOTE

MIAMI-DADE COUNTY
 QUOTATION NO. _____

THIS IS NOT AN ORDER

	<p>Customer's Telephone #: _____</p> <p>Customer's E-mail Address: _____</p> <p><u>Reference No. 2</u></p> <p>Company Name: _____</p> <p>Contact Person's Name: _____</p> <p>Contact Person's Title: _____</p> <p>Customer's Address: _____</p> <p>Customer's Telephone #: _____</p> <p>Customer's E-mail Address: _____</p> <p><u>Reference No. 3</u></p> <p>Company Name: _____</p> <p>Contact Person's Name: _____</p> <p>Contact Person's Title: _____</p> <p>Customer's Address: _____</p> <p>Customer's Telephone #: _____</p> <p>Customer's E-mail Address: _____</p>																																					
2.3	<p>Vendor shall be a verifiable manufacturer approved, agent, dealer, representative, or distributor of the manufacturer lines listed below.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Manufacturer</th> <th colspan="2" style="text-align: center;">Agent / dealer / representative / distributor</th> </tr> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>• Siemens Dematic</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Portec- Flowmaster</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Transnorm</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Conviber Company</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Scandura</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• BAE Automated System, Inc.</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• FKI Logistex</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Westmont</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Unified Supply and Services</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>• Allen Bradley</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table> <p>Other Manufacturers Represented:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	Manufacturer	Agent / dealer / representative / distributor			Yes	No	• Siemens Dematic	<input type="checkbox"/>	<input type="checkbox"/>	• Portec- Flowmaster	<input type="checkbox"/>	<input type="checkbox"/>	• Transnorm	<input type="checkbox"/>	<input type="checkbox"/>	• Conviber Company	<input type="checkbox"/>	<input type="checkbox"/>	• Scandura	<input type="checkbox"/>	<input type="checkbox"/>	• BAE Automated System, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	• FKI Logistex	<input type="checkbox"/>	<input type="checkbox"/>	• Westmont	<input type="checkbox"/>	<input type="checkbox"/>	• Unified Supply and Services	<input type="checkbox"/>	<input type="checkbox"/>	• Allen Bradley	<input type="checkbox"/>	<input type="checkbox"/>	
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	<p>Vendors are required to submit (with their bid) proof of their firm’s designation. The proof may be in the form of current correspondence from the manufacturer; or a copy of the signed agreement between the manufacturer and the vendor; or a reference to the manufacturer’s internet website, where the manufacturer clearly lists the vendor as an agent, dealer, representative or distributor of the manufacturer previously listed.</p>	
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Vendor(s) are required to submit all of the specified information, documents and attachments with their bid submittal as proof of compliance to the requirements of this ITQ. Failure to provide proof of compliance to the minimum qualifications as specified by the County shall result in the vendor being declared non-responsive.

During the term of this contract, the County reserves the right to add or delete vendor(s) as it deems necessary and in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

Spot-Market Purchases: When a spot market purchase is initiated, the pre-qualified vendors shall be invited to offer a fixed price through a request for quotation (RFQ). The pre-qualified vendor offering the lowest fixed price shall be awarded the order, provided that the offer meets the RFQ’s specifications and requirements. The award to one vendor does not preclude the ability of the remaining pre-qualified vendors from submitting offers for other orders as requested by County departments.

3. TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County’s Internal Services Department; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day after the one year period.

4. OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEAR(S)

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) years period on a year-to-year basis. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor(s). This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

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

5. METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES

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

All invoices shall contain the following basic information:

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



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- 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 of the goods or services
- Quantity delivered

V. Delivery Information:

- Delivery terms set forth within the specific order
- Location and date of delivery of goods or services

VI. Failure to Comply:

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

6. SHIPPING TERMS: F.O.B. DESTINATION

Vendor(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various Miami-Dade County Departments.

7. DELIVERY REQUIREMENTS

A. Delivery Time Frames

Vendors shall make deliveries within the time frame specified in the RFQ. All deliveries shall be made in accordance with good commercial practice and all required delivery time frames be adhered to by the vendors; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

B. Failure to Deliver

Vendors are required to deliver all goods to the County within the time frame established in the RFQ / Purchase Order. No grace period shall be honored unless authorization is issued by the County and a negotiated date is established. Vendor(s) shall not invoice the County for back ordered items until such back orders are delivered and accepted by an authorized County representative. It is understood and agreed that the County may, at its discretion, cancel back orders, after the negotiated date has lapsed and seek the goods from another contract vendor, or to acquire the items through a separate solicitation and charge the original vendor for any directly associated re-procurement costs. If the original vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

C. Pick-Up

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

D. Packing Slips / Delivery Tickets

Vendor(s) shall enclose a complete packing slip or delivery ticket with any shipment to be delivered in conjunction with any order resulting from this solicitation. The **packing slip / delivery ticket** shall be attached to the shipping container(s) which contain the conveyor parts and accessories and shall be made available to the authorized County representative during delivery. The **packing slip / delivery ticket** shall include, at minimum, the following information: the RFQ and Purchase Order numbers; the date of order; a complete listing of the conveyor parts and accessories being delivered; and back-order quantities with their estimated delivery date, if applicable.

8. WARRANTY REQUIREMENTS

A. Type of Warranty Coverage Required



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In addition to all other warranties that may be supplied by the manufacturer, the vendor shall warrant the products against defective material, for a minimum period of one (1) year after the date of acceptance of the materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notified the vendor of such deficiency. If the vendor fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products from another vendor and charge the vendor for any additional costs that are incurred by the County for these items; wither through a credit memorandum or through invoicing.

9. CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Yuly Chaux, at (305) 375-4263 email – ychaux@miamidade.gov.

10. 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.

Vendor(s) 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 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.

11. 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



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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).

12. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

Vendor(s) hereby acknowledge and agree that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

13. PATENTS AND ROYALTIES

Vendor(s), without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by vendor, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the vendor may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

14. ADDITIONAL MANUFACTURERS MAY BE ADDED

Although this solicitation and resultant contract identifies specific manufacturers to be purchased, it is hereby understood and agreed that additional manufacturers may be added to this contract at the option of the County. Vendor(s) under this contract shall be invited to submit a percentage (%) discount the latest manufacturer's price list(s) and/or catalog(s) for the additional brands.

The incumbent vendor(s) has/have no exclusive right to provide the additional brand(s). The County may determine to obtain similarly structured pricing inputs from other vendors in response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the County's sole discretion.

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 vendor 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 vendor 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.**

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 contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts 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.

Place a check mark here only if affirming vendor is a SBE/ Micro Business Enterprise certified. **A copy of the certification must be submitted with this proposal.**



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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 vendor is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

Addenda Received: Yes No If yes, please indicate the number of addenda received: _____

It is hereby certified and affirmed that the vendor shall accept any awards made as a result of this quotation. Vendor further agrees that prices quoted will remain fixed for a period of forty-five (45) days from date quotation is due.

Authorized Signature: _____ Title: _____

Print/Type Name: _____ Phone: _____

E-mail: _____ Fax: _____

Firm Name: _____ F.E.I.N. No.: ____/____-____/____/____/____/____/____

Address: _____ City: _____ State: _____

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.

TERMS AND CONDITIONS

- 1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.
2. In case of default by a successful vendor, Miami-Dade County may procure the goods or services from other sources and charge the vendor, any excess cost or damages occasioned thereby, and debar the vendor from further County contracts in accordance with the Miami-Dade County Code.
3. It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative thereto, and that the vendor shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.
4. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.
5. All material specified herein shall be fully guaranteed by the vendor against factory defects. The vendor at no cost to the County will correct any defects, which may occur as the result of faulty material or workmanship, within the period of the manufacturer's standard warranty. The County does not waive the implied warranties granted under the Uniform Commercial Code.
6. All goods and materials shall be new and unused, unless otherwise specified by the County as part of this Invitation to Quote.
7. The County may, at its sole discretion, extend the delivery date where the County determines that it is in the best interest of the County.
8. Rejected goods remain the property of the vendor and all risk of loss remains with the vendor. Vendor must remove all rejected goods from County property within the time frame established by the County.
9. The successful vendor shall honor no request for performance until the Director, or designee, has made an award.
10. Any vendor may protest any recommendation for contract award in accordance with the applicable provisions of the Dade County Code.
11. Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.

Legal Requirements



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Vendors are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this bid solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the vendor, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the vendor to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive, responsible local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses 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. The best and final bid will be requested by the County within five working days of the bid opening. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

