

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New  OTR  Sole Source  Bid Waiver  Emergency Previous Contract/Project No. Contract  
7743-4/11-4

Re-Bid  Other

LIVING WAGE APPLIES: NO

Requisition No./Project No.: RQID1200019 TERM OF CONTRACT **TWO (2) YEARS** WITH TWO (2) OTR'S FOR TWO (2) YEARS EACH

Requisition /Project Title: BOTTLED WATER AND DISPENSERS

Description: Same as above

Issuing Department: VARIOUS DEPTS  
Estimate Cost: \$937,850.00

Contact Person: Various Departments Phone:

Funding Source:

Various Departments: **Proprietary, General, & Revenue Funds: \$732,450**

Various Departments **Federal Funds \$204,400 and PTP Funds \$1,000**

**ANALYSIS**

**Commodity Codes:** 962-94

Contract/Project History of previous purchases three (3) years  
Check here **N/A** if this is a new contract/purchase with no previous history.

	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>
<b>Contractor:</b>	Nestle Waters North America, Inc.	Same	Same
<b>Small Business Enterprise:</b>	N/A	N/A	N/A
<b>Contract Value:</b>	\$647,997.34	\$643,997.34	\$647,997.34

Comments:

Continued on another page (s):  YES  NO

**RECOMMENDATIONS**

<b>SBE</b>	<b>Set-aside</b>	<b>Sub-contractor goal</b>	<b>Bid preference</b>	<b>Selection factor</b>

Basis of recommendation:

Signed: *Sherry Y. Crockett, C.P.P.B.* Date sent to DBD: 02/16/12

Date returned to DPM:

Revised April 2005

**RECEIVED**  
**DEPT. BUSINESS DEV.**  
**2012 FEB 16 AM 10:56**



**BID NO.:**

**OPENING: 2:00 P.M.  
WEDNESDAY  
MARCH 7 , 2012**

**MIAMI-DADE COUNTY, FLORIDA  
I N V I T A T I O N  
T O B I D**

**TITLE:  
BOTTLED WATER AND DISPENSERS**

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

- BID DEPOSIT AND PERFORMANCE BOND: .....**
- CATALOGUE AND LISTS:.....**
- CERTIFICATE OF COMPETENCY: .....**
- EQUIPMENT LIST: .....**
- EXPEDITED PROCUREMENT PROGRAM (EPP): ....**
- INDEMNIFICATION/INSURANCE: .....**
- PRE-BID CONFERENCE/WALK-THRU: .....**
- SMALL BUSINESS ENTERPRISE MEASURE: .....**
- SAMPLES/INFORMATION SHEETS:.....**
- MDPHA SECTION 3: .....**
- SITE VISIT/AFFIDAVIT:.....**
- USER ACCESS PROGRAM:.....**
- WRITTEN WARRANTY: .....**
- LIVING WAGE:.....**

**FOR INFORMATION CONTACT:  
SHERRY Y. CROCKETT, CPPB, 305-375-4693, CROCKETT@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Bottled Water and Dispensers

Procurement Officer: Sherry Y. Crockett, CPPB

Bids will be accepted until 2:00 p.m. on March 7, 2012

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

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

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

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**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

**ISD/PM** – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

**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. 1<sup>st</sup> Street, 13<sup>th</sup> 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/ISD/PM](http://www.miamidade.gov/ISD/PM)

**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, 19<sup>th</sup> 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 Internal Services Department, Procurement Management Division (ISD/PM), 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 ISD/PM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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(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)
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 ISD/PM 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(f) 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 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidadecounty.gov](mailto:clerkbcc@miamidadecounty.gov).
2. The Internal Services Department, Procurement Management Division 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 ISD/PM 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 ISD/PM will decide all tie 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 2012. 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.

**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.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**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, properly, and equipment purchased in whole or in part with government funds.

**SECTION 2**  
**SPECIAL CONDITIONS**

**BOTTLED WATER AND DISPENSERS**

**2.1 PURPOSE**

To provide and deliver bottled water (spring and distilled), dispensers with hot/cold water units and filtration systems to various Miami-Dade County facilities located throughout the County. This contract will be awarded in two groups. Group I will consist of bottled water and dispensers and Group II will consist of filtrations systems.

**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.

**2.2 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF CONTRACT: TWENTY-FOUR (24) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the twenty (24) month contract term.

**2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEAR(S): (Maintain Same Prices)**

The initial contract prices resultant from this solicitation shall prevail for a two (2) year(s) period from this 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 additional four (4) year(s) period on a year-to-year basis. The vendor shall maintain, for the entirety of the stated

**SECTION 2**  
**SPECIAL CONDITIONS**

additional period (s), the same prices, terms, and conditions included within the originally awarded contract. 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 may be exercised only when such continuation is clearly in the best interest of the County.

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.

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

**NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A 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 THE LOWEST PRICED VENDOR IN THE AGGREGATE BY GROUP (Exclusive of Options)**

**2.6.1 Method of Award Summary**

Award of this contract will be made to the responsive and responsible Bidder by group who meets the minimum requirements and submits an offer on all items in the group and whose offer represents the lowest price when all items are added in the aggregate (exclusive of options). If a bidder fails to submit an offer on all items in that group, its offer for the group will be rejected.

**2.6.2 Minimum Requirements**

**2.6.2.1** The bidder must have (a minimum of 675 dispensers in stock, or provide evidence they will be able to obtain 675 dispensers by contract award), must show ownership of a minimum of two delivery trucks, with drivers, to ensure that they can satisfactorily provide the goods and/or services if awarded this bid solicitation.

**2.6.2.2** The bidder must submit a letter stating bidder is manufacturer or letter from manufacturer designating bidder as authorized supplier and/or distributor.

**2.6.2.3** Reference(s) shall be listed in the bidder submittal. The reference(s) listed must be customers to whom the vendor has recently provided the services or products described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the vendor has successfully provided the services described in this solicitation. These references shall ascertain to the County's satisfaction that the vendor has

**SECTION 2**  
**SPECIAL CONDITIONS**

sufficient experience and expertise in this discipline. The County, at its sole discretion, may choose to request additional information in order to assess vendor responsibility.

2.6.2.4 The bidder must submit evidence of warehouse facilities it owns or leases in South Florida, defined as Miami-Dade, Broward, Palm Beach, or Monroe counties.

2.6.2.5 The bidder must provide a copy of the latest FDA Establishment Inspection Report. Purified drinking water and distilled water must be processed in an FDA approved facility.

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 possesses the requirements as outlined above and is capable of performing the requirements of this solicitation. The County may consider past performance (experience) with the County or any other governmental entity in determining vendor responsibility.

**2.5 PRICES**

The prices proposed by the awarded bidder shall remain fixed and firm for the duration of the contract except for price adjustments as allowed in Section 2 Paragraph 2.5.

**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.

**SECTION 2**  
**SPECIAL CONDITIONS**

The bidder 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 bidder as required by Florida Statute 440.
- 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 the latest edition of Best's Insurance Guide, published 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 Insurance 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 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

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

The bidder 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 bidder shall be given an

**SECTION 2**  
**SPECIAL CONDITIONS**

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

The bidder 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 bidder in accordance with Section 2, Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder 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) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the bidder in accordance with Section 1, Paragraph 1.23 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: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The bidder 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 bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number

**SECTION 2**  
**SPECIAL CONDITIONS**

- Bidder'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

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

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**

All bidders 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.

**2.17 DELIVERY REQUIREMENTS**

The awarded bidder shall make deliveries within three (3) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the order on a default basis after any back order period that has been specified in this contract has lapsed. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs.

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

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.18 BACK ORDER ALLOWANCE: THREE (3) CALENDER DAYS**

If the bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the bidder's manufacturer or distributor; the bidder shall ensure that such back orders are filled within three calendar days from the initial scheduled delivery date for the item. The bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and charge the incumbent bidder under this contract for any directly associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**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 [crocket@miamidade.gov](mailto:crocket@miamidade.gov).

**2.21 UAP (Excluding Federally Funded Departments)****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 bidder 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. Bidder 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 bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of the decision to decline the order.

**SECTION 2**  
**SPECIAL CONDITIONS**

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder 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 bidder 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 bidder and shall be paid by the ordering entity less the 2% UAP.

**Bidder Compliance**

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

**2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE**

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE 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 proposal submittal 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. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

**2.23 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.24 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER**

The bidder shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in this contract are not fulfilled by the bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the bidder for any re-procurement costs incurred by the County. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default. The stock level required by each user department will be determined by the user department. The bidder shall not store inventory at the user

**SECTION 2**  
**SPECIAL CONDITIONS**

department's facility in excess of the stock level established by that department. The bidder shall adhere to daily and weekly delivery schedules established by user departments.

**2.25 ADDITIONAL FACILITIES MAY BE ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**BOTTLED WATER AND DISPENSERS**

**3.1 SCOPE**

To provide and deliver bottled water (spring and distilled), dispensers with hot/cold water units and filtration systems to various Miami-Dade County facilities located throughout the County. This contract will be awarded in two groups. Group I will consist of bottled water and dispensers and Group II will consist of filtrations systems.

**3.2 BOTTLE DEPOSIT**

Under no circumstances will Miami Dade County be subject to deposits. Bidders shall waive all deposit fees on 5 gallon bottles.

**3.3 BOTTLED WATER RACKS**

Racks for bottled water, if required, shall be furnished by the awarded vendor at no cost to Miami Dade County

**3.4 BOTTLED WATER DISPENSERS**

All bottled dispensers shall be provided by the bidder at no cost to Miami-Dade County. The bidder must supply dispenser that dispenses hot/cold water or ONLY cold if requested by the user department. NO rental fee shall be charged to the County for dispensers.

The bidder shall place a minimum of 665 dispensers at the start of the contract. The bidder shall also add any additional dispensers that are requested by user departments during the term of the contract, as well as the replacement of any dispenser units that are beyond repair at no charge to the County.

**3.5 WATER FILTRATION (POINT-OF-USE) DISPENSERS**

All water filtration dispensers (point-of-use) shall be tested and certified by the American National Standards Institute and National Sanitation Foundation (ANSI/NSF).

The bidder shall place a minimum of 14 dispensers at the start of the contract. The bidder shall also add any additional dispensers that are requested by user departments during the term of the contract, as well as the replacement of any dispenser units that are beyond repair at no charge to the County.

**3.6 SERVICING OF DISPENSERS**

The bidder shall service dispensing units at least twice each year to include but not limited to the following:

1. Check for water quality and temperature.
2. Ensure the dispenser operating systems are operating at maximum efficiency. Check electrical cords for any damage and replace if needed. Check reset switches to ensure they are properly functioning.
3. Sanitize dispenser units internally and externally.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.7 LISTING OF LOCATIONS/FACILITIES**

The following is a list of the locations/facilities that will require bottled water with dispensers and filtration systems. Additional facilities may be added during the term of this contract.

**INTERNAL SERVICES DEPARTMENT**

<b>LOCATION</b>	<b>ADDRESS</b>
Light Equip Admin Office	6100 SW 87 <sup>th</sup> Ave, Miami
Shop 3 Body Shop	8801 NW 58 <sup>th</sup> St., Miami
Shop 1 Main	703 NW 25 <sup>th</sup> St., Miami
Downtown Motor Pool	201 NW 1 <sup>st</sup> St., Miami
Police Headquarters	9109 NW 25 <sup>th</sup> St., Miami
South Dade Government Center	10740 SW 211 <sup>th</sup> St., Miami
Station 1	5975 Miami Lakes Dr., Miami
Station 2	2950 NW 83 <sup>rd</sup> St., Miami
Station 5	7707 SW 117 <sup>th</sup> Ave, Miami
Station 6	15665 Biscayne Blvd, Miami
Station 8	10000 SW 142 <sup>nd</sup> St., Miami
Station 9	18802 NW 27 <sup>th</sup> Ave., Miami
Shop 2 Auto	6100 SW 87 <sup>th</sup> Ave., Miami
Shop 3 Auto	8801 NW 58 <sup>th</sup> St., Miami
New Car Get Ready	2100 NW 41 <sup>st</sup> St., Miami
Heavy Equip Admin Office	8801 NW 58 <sup>th</sup> St., Miami
Shop 2 Truck Facility	6100 SW 87 <sup>th</sup> Ave., Miami
Shop 3 Main	8801 NW 58 <sup>th</sup> St., Miami
Shop 3A Northeast	18701 NE 6 <sup>th</sup> Ave., Miami
Shop 3B Southwest	7900 SW 107 <sup>th</sup> Ave., Miami
Shop 3C Construction/Welding	8801 NW 58 <sup>th</sup> St., Miami
Shop 3D	10820 SW 211 <sup>th</sup> St., Miami
Tire Shop	8801 NW 58 <sup>th</sup> Street., Miami
County Shop	2225 NW 72 <sup>nd</sup> Ave., Miami

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**JUVENILE SERVICES DEPARTMENT**

Directors Office	275 NW 2 <sup>nd</sup> St., Miami
South Office	10710 SW 211 <sup>th</sup> St., Miami
North Office	16405 NW 25 <sup>th</sup> Ave., Opa Locka
Edison Center	150 NW 79th St., Miami

**VIZCAYA**

Vizcaya Museum and Garden	3251 South Miami Ave., Miami
---------------------------	------------------------------

**MIAMI DADE TRANSIT**

Miami Dade Transit	111 NW 1 <sup>st</sup> St., Miami
MDT Safety	111 NW 1 <sup>st</sup> St., Miami
MDT Revenue Room	111 NW 1 <sup>st</sup> St., Miami
Rail Central Control	111 NW 1 <sup>st</sup> St., Miami
Transit Kiosk	111 NW 1 <sup>st</sup> St., Miami
MDT IT	701 NW 1 <sup>st</sup> Ct., Miami
MDT Central Bus Revenue	3300 NW 32 <sup>nd</sup> Ave., Miami
MDT Bus Operations	3300 NW 32 <sup>nd</sup> Ave., Miami
MDT Bus REV ISL	360 NE 185 <sup>th</sup> St., Miami
MDT Coral Way Bus	2775 SW 74 <sup>th</sup> Ave., Miami
MDT Lehman Center	6601 NW 72 <sup>nd</sup> Ave., Miami
MDT Bus Operations	360 NE 185 <sup>th</sup> St., Miami
Miami Dade Transit	701 NW 1 <sup>st</sup> Ct., Miami
Division 34	3300 NW 32 <sup>nd</sup> Ave., Miami
Bus Maintenance	3311 NW 31 <sup>st</sup> St., Miami
MDT Metromover	100 SW 1 <sup>st</sup> Ave., Miami
Finance	701 NW 1 <sup>st</sup> Ct., Miami
Central Bus Warehouse	3401 NW 31 <sup>st</sup> St., Miami
Central O & I	3431 NW 31 <sup>st</sup> St., Miami
Major Overhaul	3295 NW 31 <sup>st</sup> St., Miami
Northeast Stockroom	360 NE 185 <sup>th</sup> St., Miami
Metrorail Warehouse	6601 NW 72 <sup>nd</sup> Ave., Miami
Dadeland South Station	9090 S. Dixie Hwy, Miami
Palmetto Station	7701 NW 79 <sup>th</sup> Ave., Miami
Materials Management	2775 SW 74 <sup>th</sup> Ave., Miami
Bus Operations at Central/Rosa Parks	3300 NW 32 <sup>nd</sup> Ave., Miami
MDC/MDT	3301 NW 31 <sup>st</sup> St., Miami
MDT Bus Ops & Shop	8141 NW 80 <sup>th</sup> St., Miami
Coral Way Bus Ops 2	2775 SW 74 <sup>th</sup> Ave., Miami
MDT/Construction Div.	701 NW 1 <sup>st</sup> Ct., Miami
MDC/Miami Dade Transit	701 NW 1 <sup>st</sup> Ct., Miami
MDT/Lehman Center	6601 NW 72 <sup>nd</sup> Ave., Miami

**ADMINISTRATIVE OFFICE OF THE COURTS**

Administrative Office of the Courts	175 NW 1 <sup>st</sup> Ave., Miami
-------------------------------------	------------------------------------

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**MIAMI DADE ECONOMIC ADVISORY TRUST**

Economic Advisory Trust	19 West Flagler St., Miami
Economic Advisory Trust	16425 NW 25 <sup>th</sup> Ave., Miami

**CLERK OF COURTS**

Clerk Executive Office	73 West Flagler Street, Room 242
Clerk of the Board	111 NW 1 <sup>st</sup> St., 17 <sup>th</sup> floor, Miami
Code Enforcement & Value Adjustment Board	111 NW 1 <sup>st</sup> St., 17 <sup>th</sup> floor, Miami
Family Division	175 NW 1 <sup>st</sup> Ave., Miami (4 locations within building)
Technical Services	175 NW 1 <sup>st</sup> Ave., Miami
Recording Division	22 NW 1 <sup>st</sup> St., Miami, 1 <sup>st</sup> & 2 <sup>nd</sup> floors
Personnel Dept.	22 NW 1 <sup>st</sup> St., Miami, Room 314
Civil Court	73 W. Flagler St., Miami 111 NW 1 <sup>st</sup> Street- Landsales 22 NW 1 <sup>st</sup> Street, 3 <sup>rd</sup> floor Room 301
Procurement Management	140 W. Flagler St., Miami, Room 1501
Record Center B	211 W. Flagler St., Miami
Criminal Court	1351 NW 12 <sup>th</sup> St., Miami, 2 <sup>nd</sup> & 9 <sup>th</sup> floor
Traffic & Misdemeanor	1351 NW 12 <sup>th</sup> Street, 1 <sup>st</sup> floor & 8 <sup>th</sup> Floor
District Court - Caleb	5400 NW 22 <sup>nd</sup> Ave., Miami
Sweetwater District	500 SW 22 <sup>nd</sup> Ave., Miami
District Court North Dade	15555 Biscayne Blvd, Miami
Coral Gables District	3100 Ponce De Leon, Coral Gables
Hialeah District	11 E. 6 St., Hialeah
Miami Beach District	1130 Washington Ave.
South Dade District	10710 SW 211 St
Marriage License Bureau	140 West Flagler Street, Room 1503
Juvenile Division	3300 NW 27 <sup>th</sup> Ave., Miami
Family Division Probate	73 W. Flagler St., Miami
Criminal Jury Room	1351 NW 12 <sup>th</sup> St., Miami, 7 <sup>th</sup> floor
Civil Jury Room	73 West Flagler Street, Room 200
Record Center C	9350 NW12th St., Miami
Parking Violations Bureau	22 NW 1 <sup>st</sup> Street, 4 <sup>th</sup> floor
Accounting/Comptroller Division	140 West Flagler Street, Room 1502

**AVIATION DEPARTMENT**

Development Division	Bldg 5A 4 <sup>th</sup> Floor, Miami
Facilities Maintenance	Bldg 3030, Miami
Marketing	5600 NW 36 St., Miami
Commodities Management	Bldg 3040, Miami

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

Fire Division Office	5680 NW 36 St., Miami
Fire Rescue Station 25	4240 NW 144 <sup>th</sup> St., Miami
Tamiami Airport	12800 SW 145 Ave., Miami
Police	Bldg 3033, Miami
Homestead Airport	28700 SW 217 Ave., Miami

**HOUSING FINANCE AUTHORITY**

Housing and Finance Authority	7300 NW 19 <sup>th</sup> St., Miami
-------------------------------	-------------------------------------

**MIAMI DADE PUBLIC HOUSING AGENCY**

Site 110	7214 NE Miami Ct., Miami
Site 120/121	2200 NW 54 <sup>th</sup> St., Miami
Site 130	8351 NW 5 <sup>th</sup> Pl., Miami
Site 140	5125 NW 22 <sup>nd</sup> Ave., Miami
Site 150	950 NW 95 <sup>th</sup> St., Miami
Site 160	3600 NW 199 <sup>th</sup> St., Miami
Site 170	1415 NW 63 <sup>rd</sup> St., Miami
Site 180	325 NW 62 <sup>nd</sup> St., Miami
Site 190	520 NW 75 <sup>th</sup> St., Miami
Newberg Warehouse	7217 NE Miami Ct., Miami
Site 210	2140 NW 3 <sup>rd</sup> Avenue
Site 220	610 NW 10 <sup>th</sup> St., Miami
Site 221	550 NW 5 <sup>th</sup> St., Miami
Site 230	1701 NW 2 <sup>nd</sup> Ct., Miami
Site 231	1150 NW 11 <sup>th</sup> Ave., Miami
Site 232	750 NW 18 <sup>th</sup> Ave., Miami
Site 240	800 NW 13 <sup>th</sup> Ave., Miami
Site 241	1407 NW 7 <sup>th</sup> t., Miami
Site 250	2929 NW 18 <sup>th</sup> Ave., Miami
Site 270	154 SW 17 <sup>th</sup> Ave., Miami
Site 280	490 NW 2 <sup>nd</sup> Ave., Miami
Site 291	2099 NW 23 <sup>rd</sup> St., Miami
Applicant & Leasing	2925 NW 18 <sup>th</sup> Ave., Miami
Site 310	3160 Mundy St., Coconut Grove
Site 311	6701 SW 62 <sup>nd</sup> St., Miami
Site 320	15350 SW 282 St., Miami
Site 330	1542 SW 4 <sup>th</sup> St., Homestead
Site 340	10161 Circle Plaza West, Perrine
Site 351	26201 SW 139 <sup>th</sup> Ct., Naranja
Site 361	11341 SW 216 St., Miami

**WASTE MANAGEMENT**

Waste Management Facility	8831 NW 58 St., Miami
Waste Management Facility	8785 NW 58 St., Miami

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**SUSTAINABILITY, PLANNING & ECONOMIC ENHANCEMENT DEPARTMENT**

Small Business Division (SBD)	111 NW 1 <sup>st</sup> St., 19 <sup>th</sup> Floor, Miami
-------------------------------	---

**NOTE: LOCATIONS MAY BE ADDED AT THE DISCRETION OF THE COUNTY**

**SECTION 4  
BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**MARCH 7, 2012**



**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: \_\_\_\_\_ Date Issued: \_\_\_\_\_ This Bid Submittal Consists of Pages \_\_\_\_\_ through \_\_\_\_\_

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

**Title:**  
**BOTTLED WATER AND DISPENSERS**

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.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>962-94</b>	
Procurement Contracting Officer	<b>Sherry Y. Crockett, CPPB</b>

FIRM NAME \_\_\_\_\_

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.**

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

SECTION 4  
 BID SUBMITTAL FOR:

BOTTLED WATER AND DISPENSERS

FIRM NAME: \_\_\_\_\_

GROUP I

BOTTLED WATER AND DISPENSERS

Item	Description	Estimated Quantity	Unit Price
1	5 gallon bottles spring drinking water	150,000	\$ _____
2	1 gal. bottle Spring Drinking Water	5,000	\$ _____
3	5 gallon bottles distilled water	300	\$ _____
4	1 gallon bottle distilled water	150	\$ _____
5	Case = 24 bottle/16.9oz. Sports water bottle w/pull top	400	\$ _____
<b>TOTAL GROUP I ITEMS 1 THRU 5</b>			\$ _____

**NOTE:** Purified drinking water and distilled water must be processed in an FDA approved facility. Bidder must provide a copy of the latest FDA Establishment Inspection Report.

GROUP II

FILTRATION SYSTEM

Item	Description	Estimated Quantity	Unit Price
1.	Filtration System cost per month	14	\$ _____
2.	Filtration System installation costs		\$ _____
3.	Other fees and recurring costs (list items on separate paper and attach to this form when submitting bid)		\$ _____
<b>TOTAL GROUP II ITEMS 1 THRU 3</b>			\$ _____

SECTION 4  
 BID SUBMITTAL FOR:

BOTTLED WATER AND DISPENSERS

FIRM NAME: \_\_\_\_\_

Optional items (not included in evaluated price)		PRICE
A.	Case, Cone cups = 5000 cups	\$ _____

Criteria to be submitted with initial bid response as outlined in Section 2.6.2 Award Requirements			
	Requirement	Yes	No
1.	Letter from manufacturer, supplier and/or distributor designating firm as authorized representative		
2.	Provide firm, contact person, and contact information of bidder clients to verify bidder s regularly engaged in providing the services.		
3.	Proof of lease or ownership of warehouse facility in South Florida		
4.	Provide a copy of the latest FDA Establishment Inspection Report.		

SECTION 4  
BID SUBMITTAL FOR:  
BOTTLED WATER AND DISPENSERS  
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: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



**Bid Title: Bottled Water and Dispensers**

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

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

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

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

**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. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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



Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_/ - \_/ / / / / / \_

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

Signature: \_\_\_\_\_ (Signature of authorized agent)

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**



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

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

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

**Contract Title:** \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1.	<b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6.	<b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2.	<b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7.	<b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	<b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) f the County Code	8.	<b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4.	<b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	<b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5.	<b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10.	<b>Miami-Dade County Domestic Leave and Reporting</b> 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	State	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 \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_  
(Duplicate if additional space is needed)

FORM 100



## Small Business Development Division Project Worksheet

**Project/Contract Title:** BOTTLED DRINKING WATER  
**Project/Contract No:** RQID1200019  
**Department:** VARIOUS  
**Estimated Cost of Project/Bid:** \$234,462.00  
**Description of Project/Bid:** To establish a contract for the purchase of bottled drinking water.

**Funding Source:**  
 VARIOUS

**Received Date:** 02/02/2012

**Resubmittal Date(s):**

Contract Measures Recommendation		
Measure	Program	Goal Percent
No Measure	SBE	

Reasons for Recommendation
NO MEASURE - ACCESSING AN EXISTING CONTRACT Collier County Contract #10-5569  One SBE firm is certified in the required Commodity Code.  Commodity Code: 962-94 - Water Services, Bottled

Analysis for Recommendation on a Goal				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
				<b>Total</b>

**Living Wages:** YES  NO

**Responsible Wages:** YES  NO

*Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.*

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure <input checked="" type="checkbox"/>	Deferred _____	Selection Factor _____	
_____ County Mayor / Designee			_____ Date

