

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. IB8091-0/13
 Re-Bid Other LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQID1300159 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Recycling Service of Toner, Inkjet and Laser Cartridges

Description: To establish a Revenue generating contract for the collection, sale and recycling service of toner and laser cartridges.

Issuing Department: ISD-Procurement Contact Person: Ruth Laureano Phone: 305 375-5765
 Estimate Cost: \$0.00 GENERAL FEDERAL OTHER
 Funding Source: _____ Revenue

ANALYSIS

Commodity Codes: 962-70	Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.		
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	Atlantic Green USA		
Small Business Enterprise:			
Contract Value:	\$0.00		

Comments: Five (5) year term with no OTR's

Continued on another page (s): YES No

RECOMMENDATIONS

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

Basis of recommendation:

Signed: <u>Ruth Laureano</u>	Date sent to SBD: <u>7/22/13</u>
	Date returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2013 JUL 23 AM 9:04

Walters, Vivian (RER)

From: Laureano, Ruth (ISD)
Sent: Monday, July 22, 2013 10:02 AM
To: Walters, Vivian (RER)
Subject: RE: Revenue Contract
Attachments: DBD DEPARTMENT INPUT - Rev.doc; BID SHELL - Recycling Service.pdf

Good Morning Vivian,

Attached is a copy of the Measure Analysis form and a draft copy of the contract.

Thanks!

Ruth Laureano

Procurement Contracting Associate
Internal Services Department
Office: (305) 375-5765 / Fax: (305) 375-5688

E-Mail: ruthl@miamidade.gov

Visit our Website: www.co.miami-dade.fl.us/dpm

From: Walters, Vivian (RER)
Sent: Monday, July 22, 2013 9:26 AM
To: Laureano, Ruth (ISD)
Cc: Johnson, Laurie (RER)
Subject: RE: Revenue Contract

Good Morning!

Yes you do...(along with the contract documents – draft or otherwise); same as if you are submitting a Regular contract – I will send an email for you to proceed (with the signed worksheet to follow).

Thanks,

Vivian O. Walters, Jr.

Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division

111 NW 1st Street #19 Floor

Miami, FL 33128

walterv@miamidade.gov

☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160

"Delivering Excellence Every Day"

"For the New Project Review & Analysis Process"



click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Status concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



From: Laureano, Ruth (ISD)
Sent: Friday, July 19, 2013 8:35 AM
To: Walters, Vivian (RER)
Subject: Revenue Contract

Good Morning Vivian,

Do I need to submit a revenue generated contract for review?

Thanks!

Ruth Laureano
Procurement Contracting Associate
Internal Services Department
Office: (305) 375-5765 / Fax: (305) 375-5688

E-Mail: ruthl@miamidade.gov
Visit our Website: www.co.miami-dade.fl.us/dpm



BID NO.:

**OPENING: 2:00 P.M.
FRIDAY
AUGUST 9, 2013**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

FOR INFORMATION CONTACT:

Ruth Laureano, 305-375-5765, ruthl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Recycling Service of Toner, Inkjet and Laser Cartridges

Procurement Associate: Ruth Laureano

Bids will be accepted until 2:00 p.m. on Friday, August 9, 2013

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

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

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

NOTICE TO ALL BIDDERS:

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

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

SECTION 1
GENERAL TERMS AND CONDITIONS

RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

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

SECTION 2
SPECIAL CONDITIONS

TITLE

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a revenue generating contract for collection, sale and recycling service of toner, inkjet and laser cartridges as specified herein from source(s) that will give prompt and efficient service in conjunction with the County's needs on an as needed when needed basis.

The funds generated by the contract will benefit the County's Summer Youth Jobs Program in accordance with Resolution No. R-974-02.

2.2 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, 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 contract term.

2.3 METHOD OF AWARD: To a Single Vendor Offering the Highest Revenue In the The Aggregate

Award of this contract will be made to the responsive, responsible vendor who submits the highest revenue in the aggregate, and meets the minimum requirements specified below. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

2.3.1 MINIMUM REQUIREMENT

Bidder(s) shall provide evidence of three comparable contracts similar in scope of services performed satisfactorily for a Commercial or Governmental Agencies which the bidder is/was the prime contractor either ongoing or completed within the past two years.

The bidder shall identify:

- (i) the company
- (ii) address
- (ii) contact person
- (iv) phone number

The information shall allow the County to confirm the bidder's experience, qualifications, and past performance in providing comparable services as identified in the solicitation.

Where the information submitted by the bidder is insufficient. The County may request additional, specific evidence of the bidder's qualifications as

SECTION 2
SPECIAL CONDITIONS

TITLE

necessary. The County will consider any evidence available, or lack thereof, in determining bidder's responsiveness and responsibility.

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

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

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

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

SECTION 2
SPECIAL CONDITIONS

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or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services 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 CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

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

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

SECTION 2
SPECIAL CONDITIONS

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2.5 METHOD OF PAYMENT: MONTHLY

The successful bidder(s) shall submit monthly payments by the twentieth (20th) calendar day of each month. The payments shall reflect the appropriate contract number, title, user agency location(s), and the numbers of cartridges received by the vendor from the user agency. These payments shall be submitted to:

Miami-Dade County Community Action and Human Services Department
Overtown Transit Center
Attn: Alberto Parjus, Bolanle Shorunke-Jean or Shirley Almeida
701 NW 1st Court, 10th Floor
Miami, Florida 33136

A copy of the monthly payments shall be distributed to:

Internal Services Department, Purchasing Division
Attn: Ruth Laureano
111 NW 1st Street, Suite 1300
Miami, Florida 33128

and

RER-Environmental Resources Management
Attn: Herb Balfour, Chair
Resource Conservation Committee
701 NW 1st Court, Suite 200
Miami, Florida 33136

2.6 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ruth Laureano, at (305) 375-5765 email – ruthl@miamidade.gov.

2.7 ACCIDENT PREVENTION AND REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor.

2.8 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of

SECTION 2
SPECIAL CONDITIONS

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each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.9 FACILITIES MAY BE REPLACED OR DELETED

Although this solicitation and resultant contract identifies specific facilities for collection of containers, it is hereby agreed and understood that any County department or agency facility may be replaced or deleted at the option of the County. The replaced and deleted site(s) shall be noted to this contract by formal modification to the award sheet.

2.10 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Resources, 701 NW 1st Court., Miami, Florida 33136, Telephone (305) 372-6789.

SECTION 3
TECHNICAL SPECIFICATIONS

RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

3.1 SCOPE OF SERVICES

Contractor shall furnish and provide all labor, material, equipment, and transportation necessary to perform all operations in connection with the collection, sale, and recycle of toner, inkjet and laser cartridges and submission of revenue payments to the County.

No charges for any services in conjunction with the contract will be accepted by the County.

Note: This contract does not include purchases.

DEFINITIONS

Toner Cartridge: A self-contained, removable module that is inserted into a slot for use in printers, copiers and fax machines.

Laser Cartridge: The black powder, which is used in an electrostatic process by, laser printers, facsimiles and copy machines.

Inkjet Cartridge: Cartridges that supply ink for inkjet printers.

Drum Unit: The paper and ink output device of the printer.

3.2 CONTRACTOR'S CONTAINERS

The successful bidder shall inspect the collection areas at the County's pickup facilities to determine the size of empty containers to be delivered at each of the facilities. In addition the successful bidder shall place one container on each floor of the multi-story buildings in a location worked out in conjunction with the building manager. The successful bidder shall have fourteen (14) calendar days to deliver the initial shipment of containers to County's facilities after notification by the user agency. These containers will be used to collect the cartridges until they are picked up.

Containers shall be picked up at deleted facilities or at the termination of the contract within seven (7) calendar days of the termination of service date. Containers not recovered/picked up within the allotted time frame will be considered abandoned by the vendor and become County property.

Ownership of the containers used in this program remains with the vendor. It is the contractor's responsibility to place and maintain containers at the County's facilities. The vendor shall ensure a sufficient number of containers are available at each facility to eliminate problems with overflow and spillage. If full containers are

SECTION 3
TECHNICAL SPECIFICATIONS

RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

removed by the vendor to facilitate processing, they shall be replaced by empty containers.

The containers shall clearly be identified with the contractor's name and telephone number. Upkeep and maintenance of the containers shall be the responsibility of the vendor.

Spillage of any material at any collection site shall be immediately cleaned up by the vendor.

3.3 COLLECTION OF CARTRIDGES

The vendor shall have forty-eight (48) hours to pick-up the containers from the County pickup facilities after written notification by the contact person or designee. In cases where the pickup will be delayed the vendor shall notify the contact. The contact may negotiate a revised pickup schedule. Otherwise, should the vendor fail to pick-up containers as stipulated, the County reserves the right to cancel the contract. If the contract is cancelled, it is hereby understood and agreed that the County has the authority to purchase the services elsewhere and to charge the bidder with any re-procurement costs.

The vendor shall be responsible for recycling of cartridges that cannot be sold.

The County pickup facilities are as follows:

Department	Address	Contact Person	Contact Number
Fire Rescue	9300 NW 41 Street Doral, FL 33178	Anita Eichenbaum	(786) 331-4476
Internal Services – County Store	980 W 84 Street Hialeah, FL 33014	Izzy Alba	(305) 556-8106
Miami-Dade Police	9111 NW 25 Street Doral, FL 33172 (rear of the complex)	Mike Cole	(305) 471-1994
Park & Recreation – Kendall Warehouse	10775 SW 84 Street Miami, FL 33173	Debbie Frost or Charlotte Thompson	(305) 270-2984 Ext. 21 or Ext 26
Stephen P. Clark Center (SPCC)	110 NW 3 Street Miami, FL 33128 (loading dock)	Armando Santelices	(305) 375-2616
Miami-Dade Aviation – Warehouse	4331 NW 22 Street Miami, FL 33122 Building 3040 - (east side)	Geraldine Pearson	(305) 876-7206

SECTION 3
TECHNICAL SPECIFICATIONS

RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

Miami-Dade Water & Sewer	3071 SW 38 Avenue Miami, FL (5 th Floor)	Jose Tovar	(786) 552-8578
Clerk of Courts	140 West Flagler Street Miami, FL (1 st Floor)	Carol Dickson	(305) 375-2900
Alexander Orr Water Treatment Plant	6800 SW 87 Avenue Miami, FL 33173	Jose Tovar	(786) 552-8578
Regulatory & Economic Resources – Building and Neighborhood Compliance	11805 SW 26 Street, Suite 106 Miami, FL 33175 (Coral Way)	Reina Lainez	(786) 315-2354
Regulatory & Economic Resources	Overtown Transit Village 701 NW 1 st Court, 2 nd Floor Miami, FL 33136	Wayne Gurnee	(305) 596-8100
State Attorney's Office	1350 NW 12 Avenue Room N-448 Miami, FL	Raimundo (Ray) Martinez	(305) 547-0555
Port of Miami	1015 North America Way 2 nd Floor Miami, FL 33132	Gyselle M. Pino	(305) 347-4833

3.4 MONTHLY PROJECT REPORTS

By the twentieth (20th) of each month, the vendor shall submit a spreadsheet report reflecting the appropriate contract number, title, user agency and location(s), and the quantities for each type of cartridges collected during the prior month. The spreadsheet should indicate which used cartridges qualify for reimbursement showing the totals by type.

A copy of the spread sheet shall be distributed to:

Miami-Dade County Community Action and Human Services Department
Overtown Transit Center
Attn: Alberto Parjus, Bolanle Shorunke-Jean or Shirley Almeida
701 NW 1st Court, 10th Floor
Miami, Florida 33136

SECTION 3
TECHNICAL SPECIFICATIONS

RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

and

RER-Environmental Resources Management
Attn: Herb Balfour, Chair
Resource Conservation Committee
701 NW 1st Court, Suite 200
Miami, Florida 33136

and

Internal Services Department
Procurement Management, Purchasing Division
Attn: Ruth Laureano
111 NW 1st Street, Suite 1300
Miami, Florida 33128

Any information provided to the County is subject to audit by the County. Pertinent back-up information must be available upon County's request. All information should be transmitted as agreed upon by the parties.

3.5 MANUFACTURERS CARTRIDGES USED BY DEPARTMENTS

This list is not intended to be all-inclusive, and new manufacturer lines may be added or deleted as required by the County.

Toner Cartridges; Ricoh, Canon, Xerox, Sharp, Toshiba

Laser Cartridges; Brother, Canon, HP, IBM, Lexmark, Panasonic, Omnifax

Inkjet Cartridges; HP, Canon, Brother, Epson, Lexmark, Xerox/Tektronic

Drum Units; Sharp, Panasonic, Xerox, Brother, HP

**SECTION 4
BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.
FRIDAY
AUGUST 9, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: **ISD/PM** Date Issued: **This Bid Submittal Consists of
Ruth Pages 10 through 15 &
Laureano Affidavits**

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

**Title:
Recycling Service of Toner, Inkjet and Laser Cartridges**

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

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

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 962-70	
Procurement Contracting Associate: Ruth Laureano	

FIRM NAME _____

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

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

SECTION 4
 BID SUBMITTAL FOR:

FIRM NAME: _____

4.1 COLLECTION OF CARTRIDGES

Description	Monthly Est. Qty.	Unit Price
Toner Cartridges	4,700	\$ _____/Ea.
Laser Cartridges	3,500	\$ _____/Ea.
Inkjet Cartridges	800	\$ _____/Ea.
Drum Units	10	\$ _____/Ea.

4.2 List three verifiable references of Commercial or Governmental Agencies either ongoing or completed in the past two years as requested in, Section 2.4.1.

REFERENCE 1	
Company Name:	
Address:	
Contact Person:	
Telephone Number:	

REFERENCE 2	
Company Name:	
Address:	
Contact Person:	
Telephone Number:	

SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: _____

REFERENCE 3	
Company Name:	
Address:	
Contact Person:	
Telephone Number:	

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

SECTION 4
BID SUBMITTAL FOR:
RECYCLING SERVICE OF TONER, INKJET AND LASER CARTRIDGES

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Recycling Service of Toner, Inkjet and Laser Cartridges

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

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

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

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

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____ - ____ / ____ / ____ / ____ / ____

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

Signature: _____ (Signature of authorized agent)
By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS



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.

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1), of the County Code through (4) and (9) of the County Code and County Ordinance No 90-1 amending Section 2-17.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.30 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public -- State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

