

Nikon Camera Maintenance and Repair Services

RQME1200003

Verification of Availability

Find attached the “**Scopes of Work**” and “**Special Requirements**” for an upcoming **Invitation to Bid (ITB)**. Please review to determine if you would be able to **satisfy the requirements** (as applicable), and **interested in responding**; if so, please check the appropriate areas below and respond to this email confirming the same.

Please pay “**CLOSE**” attention to the various sections and the “**SPECIAL**” requirements for each, and confirm your **ability** and **availability** to satisfy “**ALL**” sections/scopes.

See Sections **2.6** through **3.2** – Paying very close attention to **the** requirements of the “**Section 2.6.1 (Minimum Qualification/Submittal Requirements)**”. (While you are **not** proposing at this time, be mindful your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

Are you able to satisfy the requirements of the attached documents (ITB)?

YES NO

Do you have prior experience consistent with the requirements of this ITB?

YES NO

Can you meet the “Minimum Qualifications/Submittal Requirements” (Section 2.6.1)?

YES NO

I am “**NOT**” interested in this solicitation.

Name of Firm: _____ **SBE Exp. Date:** _____

Owner’s Name: _____ **Signature:** _____

Please respond by **2:00pm, Monday August 27, 2012**.

Any questions, feel free to contact me at the number below.

(Respond to the “**Verification**” whether you are interested or not (choosing “**Yes**” or “**No**”), as this helps SBD in the determination of measures).

Regards,

Vivian O. Walters, Jr.

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SECTION 2
SPECIAL CONDITIONS

2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE:

Award of this contract will be made up to the two (2) lowest priced, responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.6.1 Minimum Qualification/Submittal Requirements:

Bids will only be accepted from vendors who meet the following minimum requirements:

- i. Vendors must be able to demonstrate that they have experience in providing maintenance, support services, repairs and replacement parts for various Nikon items and any other services to at least two (2) client references. Vendor must include the company name, contact name, title, address, and telephone number of the contact person who can verify that the vendor has successfully provided these services. These references shall be used to ascertain to the County's satisfaction that the Vendor has sufficient experience. The County, at its sole discretion, may choose to request additional information in order to assess vendor responsibility.
- ii. Vendors shall provide documentation illustrating that they are certified Nikon authorized facility. (See Section 2, Paragraph 2.28 regarding service facilities).
- iii. Vendors shall provide contact information to include name of contact, e-mail address, phone number and fax number for Primary (required) and Secondary (optional) staff within your company who will be responsible for providing a response to spot market quotes issued by Miami-Dade County. These services shall typically be required Monday through Friday within the business hours of 7:30 a.m. and 6:00 p.m. (local time).

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2.7 PRICES:

The prices offered shall remain fixed and firm until all repairs and supplies/services are completed and invoiced at the original price quoted to the County. The prices quoted shall be inclusive of all costs, fees, materials, labor and transportation necessary to pick-up, deliver and produce a finished product involved in providing these services and supplies. No changes or additions shall be allowed without prior written consent from the user department.

**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: Intentionally Omitted****2.12 BID GUARANTY: Intentionally Omitted****2.13 PERFORMANCE BOND: Intentionally Omitted****2.14 CERTIFICATIONS: Intentionally Omitted****2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED:**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

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III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

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

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

Selected Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at their respective offices. The County reserves the right to substitute the delivery location at any time.

2.17 DELIVERY REQUIREMENTS: Intentionally Omitted**2.18 BACK ORDER ALLOWANCE: Intentionally Omitted****2.19 WARRANTY REQUIREMENTS: GUARANTEE AGAINST DEFECTS SHALL BE ONE HUNDRED-TWENTY (120) CALENDAR DAYS:**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of 120 calendar days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above regardless of whether the bidder is under contract with the County at the time of defect. The vendor shall promptly correct these deficiencies, without cost to the County, within five (5) calendar days after the County notifies the vendor of such deficiencies in writing. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, please contact R. Campbell via e-mail at rcamp@miamidade.gov with a copy to the Clerk of the Board at clerk_BCC@miamidade.gov. Administrative Order 3-27,

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Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to Bidders as needed.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE:

USER ACCESS FEE

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

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

JOINT PURCHASE

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

VENDOR COMPLIANCE

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

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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 ACCEPTANCE OF PRODUCT BY THE COUNTY:

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

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

2.25 COMPLIANCE WITH FEDERAL STANDARDS:

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

2.26 ENVIRONMENTALLY ACCEPTABLE PACKAGING:

Effective June 16, 1992, all contracts in excess of ten thousand (\$10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

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As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, vendors shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the vendor shall be given the opportunity to provide the information during the offer evaluation period. At such time, the vendor shall be given fifteen (15) calendar days to submit this information.

Vendors wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. 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.

2.28 SERVICES SHALL BE PROVIDED BY CERTIFIED AUTHORIZED NIKON FACILITIES:

Bids will only be accepted from bidders who are authorized certified Nikon providers. (See Section 2, Paragraph 2.6.1.ii for additional information).

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This contract will be used by Miami-Dade Medical Examiner's Office to purchase maintenance, support services, repairs and replacement parts for Nikon camera products as required. Vendors shall submit documents and forms intended to verify that vendors meet the minimum criteria established in Section 2, Paragraph 2.6.1.

3.2 SERVICES TO BE PROVIDED UNDER THIS CONTRACT INCLUDE BUT ARE NOT LIMITED TO:

Due to the fact these cameras are under constant use, the equipment requires maintenance on an ongoing basis. Camera equipment must function properly to ensure the quality of the photos taken. Many of these photos are used in high profile legal cases, crime scenes, laboratories, criminal and civil cases, autopsies and photographic evidence.

As the needs arise, the County may solicit spot market quotations for major or minor repairs such as, cleaning the imaging sensor, calibration of the cameras shutters, metering system and autofocus functions. Some repairs may require that the cameras be dismantled. All services provided shall be performed by qualified certified personnel, using processes or procedures approved through Nikon.

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