

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

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

Contract     Re-Bid     Other    LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: RQPE1200009    TERM OF CONTRACT: 3 YEAR(S) WITH 2 **3** YEAR OTRs

Requisition /Project Title: Lease of Digital Microform Scanners and Laser Printers

Description: The purpose of this solicitation is to establish a contract for the Department of Regulatory and Economic Resources for the lease of five (5) digital microform scanners and five (5) laser printers, and full coverage maintenance and support services.

Issuing Department: RER    Contact Person: Kimberly Craig    Phone: 305-375-1443

Estimate Cost: \$100,000 for initial term    Funding Source: GENERAL    FEDERAL    OTHER  
Proprietary

**ANALYSIS**

<b>Commodity Codes:</b>	<u>98555</u>	<u>575</u>	<u>57551</u>	<u>57572</u>	<u>57576</u>
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> 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>					
<b>Small Business Enterprise:</b>					
<b>Contract Value:</b>	\$	\$	\$		

Comments: \_\_\_\_\_

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>			SBE 10% bid pref.	

Basis of recommendation: See scope.

Signed: Kimberly Craig    Date sent to SBD: 10/23/12

Date returned to ISD Procurement: \_\_\_\_\_



**BID NO.: RQPE1200009**

**OPENING: 2:00 P.M.  
WEDNESDAY  
November ?? , 2012**

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

**TITLE:**

**LEASE OF DIGITAL MICROFORM SCANNERS AND LASER PRINTERS**

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

<b>BID DEPOSIT AND PERFORMANCE BOND: .....</b>	<b>NOT APPLICABLE</b>
<b>CATALOGUE AND LISTS:.....</b>	<b>NOT APPLICABLE</b>
<b>CERTIFICATE OF COMPETENCY: .....</b>	<b>NOT APPLICABLE</b>
<b>EQUIPMENT LIST:.....</b>	<b>NOT APPLICABLE</b>
<b>EXPEDITED PURCHASING PROGRAM (EPP): .....</b>	<b>NOT APPLICABLE</b>
<b>INDEMNIFICATION/INSURANCE: .....</b>	<b>SECTION 2.11</b>
<b>PRE-BID CONFERENCE/WALK-THRU:.....</b>	<b>NOT APPLICABLE</b>
<b>SMALL BUSINESS ENTERPRISE MEASURE: .....</b>	<b>SECTION 2.2</b>
<b>SAMPLES/INFORMATION SHEETS:.....</b>	<b>SECTION 2.9 AND 2.33</b>
<b>MDPHA SECTION 3: .....</b>	<b>NOT APPLICABLE</b>
<b>SITE VISIT/AFFIDAVIT:.....</b>	<b>NOT APPLICABLE</b>
<b>USER ACCESS PROGRAM:.....</b>	<b>SECTION 2.21</b>
<b>WRITTEN WARRANTY:.....</b>	<b>SECTION 2.19</b>
<b>LIVING WAGE:.....</b>	<b>NOT APPLICABLE</b>

**FOR INFORMATION CONTACT:**

**KIMBERLY CRAIG, 305-375-1443, KCRAIG@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 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: RQPE1200009

Bid Title: LEASE OF DIGITAL MICROFORM SCANNERS AND LASER PRINTERS

Procurement Officer: KIMBERLY CRAIG

Bids will be accepted until 2:00 p.m. on NOVEMBER ??, 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 [Miami-Dade County - Procurement Management - Vendor Services](http://Miami-Dade County - Procurement Management - Vendor Services).

**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(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Ordinance 97-104)
13. **Environmentally Acceptable Packaging** Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that 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**

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

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**GENERAL TERMS AND CONDITIONS**

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 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/Implementing 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.

**I. Accounts Receivable Adjustments**

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

**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

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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.

**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. 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.
- B. Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means the nerve center or the center of overall direction, control, and coordination of activities of the bidder. If the bidder has only one business location, such business location shall be its principal place of business.
- C. If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen

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percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

- D. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- E. At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2013, 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.

**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. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors (refer to the Subcontractor/Supplier Listing Sub 100 form). In the event that the successful Bidder demonstrates to the County prior to award that this information is not reasonably available at that time, the successful Bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. As a condition of final payment under a contract, the successful Bidder shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor (refer to the Subcontractor Payment Report Sub 200 form at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>).

**1.17. 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.

**1.18. DELIVERY**

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

**1.19. 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.

**1.20. 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.

**1.21. 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.

**1.22. 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

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**GENERAL TERMS AND CONDITIONS**

order or award sheet, as appropriate.

**1.23. 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."

**1.24. 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/implementing 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.

**1.25. 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.

**1.26. 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.

**1.27. 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.

**1.28. 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.

**1.29. 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.

**1.30. 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.

**1.31. 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

**1.32. 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.

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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.

**1.33. COMMISSION AUDITOR – ACCESS TO RECORDS**

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

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**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the Department of Regulatory and Economic Resources for the lease of five (5) digital microform scanners and five (5) laser printers. The selected vendor will be responsible for providing the County with the required equipment, implementation, configuration, training, and full coverage maintenance and support services including but not limited to preventative maintenance, next business day service calls, and replacement of defective or worn parts including expendable parts.

**2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE**

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code).

A 10% (ten percent) preference shall apply for certified Micro bidders on awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

**2.3 PRE BID CONFERENCE – INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT – THIRTY SIX (36) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for thirty six (36) months and upon completion of the expressed and/or implied warranty periods.

**2.5 OPTION TO RENEW - TWO (2) OPTION TO RENEW TERMS OF THIRTY SIX (36) MONTHS EACH**

The initial contract lease prices resulting from this solicitation shall prevail for a thirty six (36) month 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 two (2) additional thirty six (36) month periods. Continuation of the contract beyond the initial period, and any

**SECTION 2**  
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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 based on market research information or other factors that influence price.

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

**2.6 METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. 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.

**2.7 PRICES**

If the vendor is awarded a contract under this solicitation, the monthly lease prices proposed by the vendor shall remain fixed and firm during the term of contract.

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

**2.9 EQUAL PRODUCT - CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- : Product Information Sheets Upon Specific Request
- : Product Samples with Initial Offer
- : Product Samples Upon Specific Request
- : Product labels
- : Performance Test Results

If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. If samples and/or product information sheets of all "or equal" items bid are requested for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer or at the time of specific request. Failure to meet this requirement may result in your offer being rejected. All supporting documentation such as print samples, factory specifications, standard manufacturer information sheets, catalogs, and brochures submitted by the vendor must in total meet the required specifications set forth in this solicitation.

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The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final.

**2.10 LIQUIDATED DAMAGES – INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE (1) – GENERAL SERVICE AND MAINTENANCE CONTRACT**

Vendor 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 vendor or its employees, agents, servants, partners principals or subcontractors. Vendor 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. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by vendor 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, 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 Contractor as required by Florida Statute 440.
- B. Commercial 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 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 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: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

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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 1.0, paragraph 1.10B 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 – MONTHLY INVOICES**

The first monthly invoice is to be paid 30 days after complete delivery, installation, and configuration of the equipment and the inspection and acceptance of all equipment received by an authorized County representative.

Thereafter, the vendor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

**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

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- Date of invoice
  - Invoice number
  - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
  - Extended total price of the goods, services or property
  - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
  - Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
- Failure to submit invoices in the prescribed manner will delay payment.

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

All vendors shall quote prices based on F.O.B. Destination (freight included). The County reserves the right to substitute the delivery location at any time.

**2.17 DELIVERY AND REMOVAL OF EQUIPMENT**

- A) Vendor agrees to deliver, install and configure all equipment at the applicable site set forth in the Contract. Vendor agrees to commence installation and configuration as soon after delivery as possible, but in no event later than five (5) days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. All installation work will be performed during normal business hours.
1. Vendor agrees to do all things necessary for proper installation and configuration, and to perform its obligations hereunder in an orderly, skillful and expeditious manner. Vendor shall provide all materials necessary for proper installation and configuration. Vendor agrees that all installation work will be performed neatly and at all times vendor shall keep the site free from waste materials and rubbish resulting from the services being performed by vendor.
  2. Unless otherwise agreed to by the County, the vendor agrees as part of the installation process, to perform installation services including, but not limited to, the following:
    - (a) Receipt and inventorying of materials
    - (b) Unloading and uncrating of all equipment and deliverables
    - (c) Running of cables

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- (d) Installation and testing
  - (e) Any additional services necessary to ensure vendor's compliance.
- B) Installation testing shall demonstrate the complete operability of all equipment in conformance with the requirements of the Contract. This will include an actual demonstration/training session of all product features to all applicable County employees.
- C) In the event of any outstanding deficiencies at the conclusion of installation testing as determined by the County, vendor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.
- D) If the vendor fails to make delivery within the time specified or if the equipment delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, the County may reject the delivered equipment in its entirety or any portion thereof. The County shall notify vendor of such rejection in writing and specify in such notice, the reasons for such rejection. The vendor agrees to deliver the replacements item(s) within fifteen (15) days of vendor's receipt of the County's rejection notice.
- E) At the discretion of the County, the vendor agrees to retain the equipment at the designated County premises for an additional thirty (30) calendar days after the termination of this contract, at which time the equipment shall be removed from the premises at no additional cost. The vendor shall be allowed to invoice the County for this additional period on a pro-rated basis.

**2.18 BACK ORDER ALLOWANCE – INTENTIONALLY OMITTED**

**2.19 WARRANTY REQUIREMENTS**

The lease price shall include full coverage maintenance, including preventative maintenance, all service calls and replacement of all defective or worn parts including expendable parts. Warranty and maintenance services must include parts and labor, and on-site, next business day response. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

If the vendor fails to honor the full coverage maintenance warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another firm and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.20 CONTACT PERSON**

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Kimberly Craig, Procurement Contracting Officer, via email at [kcraig@miamidade.gov](mailto:kcraig@miamidade.gov) with a copy to the Clerk of the Board at

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clerkBCC@miamidade.gov. Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect.

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

**USER ACCESS FEE**

Pursuant to Miami-Dade County Ordinance No. 12-12, 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.

**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

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

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 CLARIFICATIONS**

Before award, the County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all vendors deemed eligible for Contract award. Failure to provide requested information in a timely manner may result in the rejection of the response.

**2.24 CONTRACT AWARD NOTICE**

Contract awards will be communicated to successful vendor by means of a County contract Award Sheet and Blanket Purchase Order.

**2.25 CONTRACTUAL PERSONNEL**

All vendor's personnel shall be considered to be, at all times, employees of the vendor. The County may require the vendor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The vendor alone shall be responsible for their employees' compensation and benefits of any kind, including but not limited to federal, state and local withholding taxes, FICA, MICA, and any and all other applicable taxes. The County reserves the right to approve or disapprove any changes in vendor's personnel during performance under this Contract.

Vendor's personnel shall observe and comply with County procedures and, if required by the County, shall wear identification provided by the County.

**2.26 SUBCONTRACTING**

In the event that the vendor will subcontract all or part of the work to another party, the vendor is required to verify the competency and compliance with requirements, specifically, that no financial gain is incurred in any way from information technology product and service companies on the part of the subcontractor. Therefore, the County reserves the right, before awarding this contract or any projects under this contract, to require vendor to submit such evidence of subcontractor(s), as it may deem necessary.

**2.27 SUPPORT AND MAINTENANCE SERVICES**

1. Vendor shall provide the County with telephone, email, and next business day on-site support and maintenance services.

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

2. Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a voice or email message indicating the exact problem description and a classification in the following priority and error levels:
- a) Level A: System does not work.
  - b) Level B: System works with limited functions.
  - c) Level C: System basically working. Just errors/problems with specific functions.

**2.28 ADDITIONAL QUANTITY OF ITEMS OR UNITS**

Although this solicitation and resultant contract states a specific number of digital microform scanners and laser printers will be leased and maintained, it is understood and agreed that the County may lease additional digital microform scanners and laser printers, and additional maintenance and support services from the vendor provided that these additional items represent the same manufacturer, model or brand, and lease price stipulated within the contract.

**2.29 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 may lease any and all items specified herein from the successful vendor 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).

**2.30 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION**

After receipt of offers by the County, the vendor may be required to demonstrate their specifically offered equipment to relevant County personnel at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

**2.31 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the vendor shall be the most recent model available. Any additional components which are required in accordance with the contract specifications

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

shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

**2.32 FURNISH AND INSTALL REQUIREMENTS**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the vendor from furnishing, installing or performing such work where required to the satisfactory completion of the project.

**2.33 SAMPLES MAY BE REQUIRED DURING EVALUATION**

After the County opens the Bid Proposals, the vendors may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the vendor of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the vendor's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the vendor fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the vendor's proposal for that item(s); provided however, that in the event of a group or aggregate award, the vendor's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the vendor during the contract period shall conform to the sample submitted. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

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

**3.1 OBJECTIVE**

The objective of this solicitation is to secure a lease for five (5) digital microform scanners and five (5) laser printers, and full coverage maintenance and support services for the Miami-Dade Department of Regulatory and Economic Resources. The selected vendor will be responsible for providing the County with the required equipment, implementation, configuration, training, and full coverage maintenance and support services including but not limited to preventative maintenance, next-business day service calls, and replacement of defective or worn parts including expendable parts.

**3.2 BACKGROUND**

The Miami-Dade Department of Regulatory and Economic Resources serve as an official records keeper and must provide records to County departments and to the public regarding permits, code enforcement, insurance compliance, and other legal matters. It is essential that the microfilm machines utilized for these tasks can reproduce film to a quality copy and are fully operational at all times so that requests for records can be fulfilled in a timely manner. It is therefore mission critical to the County department that the current machines, which have reached end of life, be replaced with newer, more sophisticated models.

**3.3 DIGITAL MICROFORM SCANNER MINIMUM REQUIREMENTS**

The devices proposed must allow dual output switch between hard-copy printing and PC scanning for electronic distribution as email attachments, desktop publishing and printing on high quality laser printer.

The following specifications are that of the Konica Minolta MS7000 MKII digital microform scanner. Equal product will be considered provided that it meets the minimum specifications as provided below:

- **Type:** Desktop Universal Digital Microfilm Scanner
- **Type of Film:** Microfiche, 16mm & 35mm roll film
- **Screen Size:** 12" by 17" (303 X 440 mm)
- **Magnifications:** 7.5x, 9-16x, 13-27x, 20-50x
- **Focus Control:** Manual
- **Image Rotation:** Prism rotation (auto prism lens included);  
Carrier rotation (fiche carrier)
- **Zooming:** Manual
- **Scanning Method:** CCD
- **Scanning Speed:** 5 seconds per page, 400 dpi;  
4 seconds per page continuous print, 400 dpi
- **Scanning Density:** 200, 300, 400, 600 dpi;  
800 dpi (check scanning) PC Mode
- **Optical Resolution:** 600 dpi
- **Electronic Zooming:** 50% - 200%, Direct Print
- **Multiple Printing:** 1 - 99 prints (with printer)
- **Hardware Interface:** Video (direct print) to printer;

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

- **Exposure:** USB 2.0 (to PC)  
Auto, Manual
- **Power Requirements:** AC 120V, 60 Hz
- **Scanning Features:** Auto Centering  
Auto Frame Masking  
Auto Image Rotation  
Auto Skew Correction  
Check Stacking  
Date Stamp (with printer)  
Front Panel Scanning  
Push scanning  
Grayscale Support  
Manual Masking

**3.4 LASER PRINTER MINIMUM REQUIREMENTS**

The proposed laser printers must be fully compatible with the proposed digital microform scanners.

The following specifications are that of the Konica Minolta MSP3500 Laser Printer. Equal product will be considered provided that it meets the minimum specifications as provided below:

- **Printing Method:** Laser Electrostatic
- **Developing System:** Micro-Toning
- **Print Resolutions:** 600 dpi
- **Output Speed:** 34 sheets per minute (8 ½" x 11", 400 dpi)
- **First Print Speed:** 19 seconds (11" x 17", 600 dpi)  
16 .5 seconds (8.5" by 11", 600 dpi)
- **Print Size:** 8.5" x 11" (landscape)  
8.5" x 11" (portrait)  
8.5" x 14" (landscape)  
11" x 17" (portrait)
- **Paper Supply:** 500 sheet letter-size cassette  
200 sheet paper feeding tray
- **Max. Paper Capacity:** 700 sheets
- **Warm-Up Time:** Less than 70 seconds
- **Power Requirements:** AC 120v, 60 Hz

**3.5 ON-SITE INSTALLATION, CONFIGURATION, AND TESTING**

The selected vendor shall be required to install, configure, and test the new equipment at the Department of Regulatory and Economic Resources, located at 11805 SW 26<sup>th</sup> Street, Miami, FL 33175. Vendor agrees to commence installation and configuration as soon after delivery as possible, but in no event later than five (5) days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto

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

**3.6 PRODUCT DEMONSTRATION / TRAINING**

The selected vendor is required to demonstrate how to use and maintain the digital microform scanners and laser printers and to provide such training for, but not limited to, five (5) County employees. The training shall be conducted at the Department of Regulatory and Economic Affairs once the equipment has been installed, tested, and accepted by the County.

**3.7 FULL SERVICE MAINTENANCE AND SUPPORT SERVICES**

Lease price shall include full coverage maintenance, including preventative maintenance, all service calls and replacement of all defective or worn parts including expendable parts. Warranty and maintenance service shall include parts and labor, telephone, email, and next business day on-site response.

**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  
November ?? , 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:	ISD/PM	Date Issued:	This Bid Submittal Consists of
Kimberly Craig		??	Pages 14 through 18, and Appendix Pages 1 through 3

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:  
Lease Of Digital Microform Scanners And Laser Printers**

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>98555, 575, 57551, 57572, 57576</b>	
Procurement Contracting Officer	<b>Kimberly Craig</b>

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 PRICING

The Bidder shall state its price for providing all items as stated in Section 3, Technical Specifications. Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed below and whose offer represents the lowest price when all items are added in the aggregate. Failure to provide pricing for all items may render the bid submission non-responsive.

MONTHLY LEASE PRICES: INITIAL THIRTY SIX (36) MONTH TERM				
Items Required	Qty	Bid Make and Model	Bid Part No.	Lease Price per Item per Month
<u>Digital Microform Scanner:</u> Konica Minolta MS7000 MKII or Equal Product	5			\$ _____ per month for each individual scanner
<u>Laser Printer:</u> Konica Minolta MSP3500 or Equal Product	5			\$ _____ per month for each individual printer
MONTHLY LEASE PRICES: FIRST OPTION TO RENEW TERM OF THIRTY SIX (36) MONTHS				
Items Required	Qty	Bid Make and Model	Bid Part No.	Lease Price per Item per Month
<u>Digital Microform Scanner:</u> Konica Minolta MS7000 MKII or Equal Product	5			\$ _____ per month for each individual scanner
<u>Laser Printer:</u> Konica Minolta MSP3500 or Equal Product	5			\$ _____ per month for each individual printer
MONTHLY LEASE PRICES: SECOND OPTION TO RENEW TERM OF THIRTY SIX (36) MONTHS				
Items Required	Qty	Bid Make and Model	Bid Part No.	Lease Price per Item per Month
<u>Digital Microform Scanner:</u> Konica Minolta MS7000 MKII or Equal Product	5			\$ _____ per month for each individual scanner
<u>Laser Printer:</u> Konica Minolta MSP3500 or Equal Product	5			\$ _____ per month for each individual printer

SECTION 4  
BID SUBMITTAL FOR:  
Lease Of Digital Microform Scanners And Laser Printers

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**Bid Title: Lease Of Digital Microform Scanners And Laser Printers**

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 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**





**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent \_\_\_\_\_

Project/Contract Number \_\_\_\_\_

FEIN # \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)															
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other									
			M	White	M															
			F	Black																
				Hispanic																
				Asian/Pacific Islander																
				Native American/Alaskan																
				Other																

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_