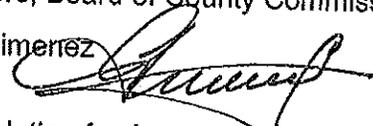


# Memorandum



**Date:** July 3, 2012  
**To:** Honorable Chairman Joe A. Martinez  
 and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez  
 Mayor   
**Subject:** Recommendation for Approval to Award: Replacement Cisco Equipment

Agenda Item No. 8(A)(8)

Resolution No. R-539-12

**RECOMMENDATION**

It is recommended that the County Mayor approve award of a contract to Prosys Information Systems for purchase of replacement Cisco equipment for the Miami-Dade Aviation Department.

**Contract Number and Title**

9590-0/14 - Replacement Cisco Equipment

**Scope**

The impact of this item is countywide in nature.

**Fiscal Impact and Funding Source**

The fiscal impact for the two-year term is \$1,330,000 budgeted from Aviation's Proprietary Funds. There is no previous contract for replacement Cisco equipment.

**Track Record/Monitor**

The Aviation Department is the user department and the Internal Services Department monitors the contract. Erick Martinez of the Internal Services Department is the Procurement Contracting Officer.

**Delegated Authority**

If this item is approved, the County Mayor or designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew, and extensions, and to issue work orders, in accordance with the terms and conditions of the contract.

**Method of Award**

To the responsive and responsible bidder offering the lowest aggregate price for all items.

**Vendor Recommended for Award**

Awardee	Address	Principal
Prosys Information Systems	9725 NW 117 <sup>th</sup> Avenue, Suite 420 Miami, FL	Michelle Clery

**Vendors Not Recommended for Award**

Vendor	Address	Reason for Not Recommending
Dexon Computer	9201 East Bloomington Freeway, Suite BB Minneapolis, MN	Deemed non-responsive by the County Attorney's Office (CAO) because bidder did not provide a signed bid submittal form.*

Vendor	Address	Reason for Not Recommending
DISYS Solutions, Inc.	4151 Lafayette Center Drive, Suite 600 Chantilly, VA	Bidder did not submit the lowest bid.
Electronaca, Inc.	2122 Park Place Boca Raton, FL	Bidder did not submit the lowest bid.
Presidio Networked Solutions	3250 West Commercial Blvd, Suite 360 Oakland Park, FL	Bidder did not submit the lowest bid.
Ronco Communications & Electronics	1525 NW 3 <sup>rd</sup> Street, Suite 4 Deerfield Beach, FL	Bidder did not submit the lowest bid.
Vology Data Systems	4027 Tampa Road, Suite 3900 Oldsmar, FL	Deemed non-responsive by the CAO because bidder did not provide pricing for the Cisco SmartNet maintenance services as required by the solicitation.*

\*CAO opinion is attached.

**Due Diligence**

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

**Applicable Ordinances and Contract Measures**

The services being provided are not covered under the Living Wage Ordinance. The Local Preference and Small Business Enterprise Bid Preference were applied in accordance with the Ordinances and did not affect outcome. The 2% User Access Program Provision does not apply due to funding source.

**Background**

An Invitation to Bid was issued under full and open competition on December 30, 2011 to obtain replacement Cisco equipment and parts for the Miami-Dade Aviation Department (MDAD). MDAD uses this equipment with the existing network infrastructure to support internal operations, and the Miami International Airport (MIA). The Cisco routers and switches facilitate the connectivity of the MDAD local network and connectivity to external networks. Several of the existing network devices have reached the end of their useful life and must be replaced to maintain performance. Through this contract, MDAD may also purchase parts to replace or upgrade components on the existing equipment.



\_\_\_\_\_  
 Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 3, 2012

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(8)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(8)  
7-3-12

RESOLUTION NO. R-539-12

RESOLUTION AWARDING CONTRACT 9590-0/14, REPLACEMENT CISCO EQUIPMENT, TO PROSYS INFORMATION SYSTEMS, IN A TOTAL AMOUNT OF \$1,330,000 FOR THE TWO-YEAR TERM, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MODIFY THE CONTRACT, EXERCISE, IN THEIR DISCRETION, ANY CANCELLATION AND RENEWAL PROVISIONS IN ACCORDANCE WITH THE TERMS OF THE CONTRACT ON BEHALF OF MIAMI-DADE COUNTY, AND ANY OTHER RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby directs the County Mayor or County Mayor's designee to award Contract No. 9590-014, Replacement Cisco Equipment, to Prosys Information Systems, in a total amount of \$1,330,000 for the two-year term; authorizes the County Mayor or County Mayor's designee to modify the contract, exercise, in their discretion, any cancellation and renewal provisions in accordance with the terms and conditions of the contract on behalf of Miami-Dade County, and any other rights contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			<b>aye</b>
Audrey M. Edmonson, Vice Chairwoman			<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Lynda Bell	<b>aye</b>
Esteban L. Bovo, Jr.	<b>aye</b>	Jose "Pepe" Diaz	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Rebeca Sosa	<b>aye</b>	Sen. Javier D. Souto	<b>absent</b>
Xavier L. Suarez	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of July, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



Approved by County Attorney as to form and legal sufficiency.

DF.

Daniel Frastai

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk

BID NO.: 9590-0/14

OPENING: 2:00 P.M.  
WEDNESDAY  
JANUARY 18, 2012

MIAMI-DADE COUNTY, FLORIDA

INVITATION  
TO BID

TITLE:

REPLACEMENT CISCO EQUIPMENT

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

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	Section 3.2
EXPEDITED PROCUREMENT PROGRAM (EPP):	N/A
INDEMNIFICATION/INSURANCE:	Section 2.11
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 - MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	N/A
WRITTEN WARRANTY:	Section 2.19

FOR INFORMATION CONTACT:

Erick Martinez at 305-375-1075, or at [emtnetz@miamidadade.gov](mailto:emtnetz@miamidadade.gov)

IMPORTANT NOTICE TO BIDDERS:

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

COPY

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MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9590-0/14

Bid Title: Replacement Cisco Equipment

Procurement Officer: Erick Martinez

Bids will be accepted until 2:00 p.m. on January 18, 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.**

305-375-5278

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**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.

**DPM** - shall refer to Miami-Dade County's Department of Procurement Management.

**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 305-375-6773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

**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<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-9111. 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 Department of Procurement Management (DPM), 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 DPM 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(c)(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 County 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 10.98 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(6)(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 97-39)
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(6) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM 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 Law**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**  
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(1) 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 [clerk@oc.miamidade.gov](mailto:clerk@oc.miamidade.gov).

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation, it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's 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 DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements, and be submitted on a separate Bid submittal marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

**1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

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

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

**1.6. CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

**1.7. WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.10. LOCAL PREFERENCE**

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**1.12. BID PROTEST**

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

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

**1.13. LAWS AND REGULATIONS**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

**1.14. LICENSES, PERMITS AND FEES**

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

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

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically capable employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

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

**1.20. COLLUSION**

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 267.055 Fla. Stat.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County, stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing; and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

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

**1.25. OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

**1.27. PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28. PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, bid submissions 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 confidentially restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of individually identifiable health information (IH) 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 IH/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 customer written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and 2) either, I) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract; or, II) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission 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 OCIT.

**1.31. LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32. COMMISSION AUDITOR - ACCESS TO RECORDS**

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

**SECTION 2  
SPECIAL CONDITIONS****2.1 PURPOSE:**

The purpose of this solicitation is to purchase Cisco Systems 6500 modules, 2950 switches, Power supplies and GBICs for the Miami-Dade Aviation Department (MDAD). Perspective bidders are required to be authorized Cisco re-sellers. The required equipment is further detailed in Sections 3.2 and 3.3 of this solicitation document.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (BID PREFERENCE):**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Procurement Management (DPM) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Procurement Management at 305-375-CERT (2378) or access: <http://www.miamidade.gov/dpm/about-us-business-assistance.asp>

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT: TWO YEARS**

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

**2.5 OPTION TO RENEW: INTENTIONALLY OMITTED****2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

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 SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the vendor is awarded a contract under this solicitation, the 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 CANNOT BE CONSIDERED ORIGINAL EQUIPMENT MANUFACTURER (OEM) HARDWARE REQUIRED:**

The hardware to be purchased is critical to County operations; therefore, only equipment produced by the Original Equipment Manufacturer shall be accepted under this solicitation.

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SPECIAL CONDITIONS

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (11) – CONTRACTOR/MAINTENANCE/REPAIR (MDAD):

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

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance in an amount not less than \$500,000 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.

**\*\*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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**SPECIAL CONDITIONS**

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the 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 the 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) calendar 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 1.23 of the solicitation.

**2.12 BID GUARANTY: INTENTIONALLY OMITTED****2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED****2.14 CERTIFICATIONS:**

Bidders are required to be authorized resellers or authorized distributors of Cisco products. Bidders are to provide on letter head authorization from the Original Equipment Manufacturer stating their ability to sell and provide Cisco products. The Bidder's status is subject to verification by the County with Cisco directly.

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

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

All invoices shall contain the following basic information:

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

- I. Vendor Information:
- The name of the business organization as specified on the contract between Miami-Dade County and vendor
  - Date of invoice
  - Invoice number
  - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- 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 bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at:

Miami International Airport, Terminal  
Concourse D, 3rd Floor  
Room 3110  
Miami, FL 33142

**2.17 DELIVERY LOCATIONS AND HOURS SPECIFIED:**

The vendor shall deliver shipments to the County during the prescribed hours of 9:00 a.m. - 5:00 p.m. (local time) Monday through Friday at the location identified in Section 2.16.

**2.18 BACK ORDERS MUST BE FILLED WITHIN (10) CALENDAR DAYS:**

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor, the vendor shall

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

insure that such back orders are filled within 10 calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE:**

**A. Type of Warranty Coverage Required**

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

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within 15 calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the 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 bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder 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 PERSONS:**

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Erick Martinez, Procurement Contracting Officer I via email at [emtnez@miamidade.gov](mailto:emtnez@miamidade.gov) with a copy to the Clerk of the Board at [clerkBCC@miamidade.gov](mailto:clerkBCC@miamidade.gov). Administrative Order 3-27, Code of Silence, prohibits oral communication regarding a bid during the period the Code is in effect.

**2.21 USER ACCESS PROGRAM (UAP): INTENTIONALLY OMITTED**

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

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its

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SPECIAL CONDITIONS

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 ADDITIONAL QUANTITY OF ITEMS OR UNITS:**

Although this solicitation and resultant contract states a specific or an estimated number of items or units to be purchased by the County, it is understood and agreed that the County may purchase additional items or units from the vendor, provided that these additional items or units represent the same manufacturer, model or brand, and unit price stipulated within the contract.

In addition, it is understood and agreed that the County may, within six (6) months after the terms and conditions of this contract have been fulfilled through the delivery and acceptance of the items, purchase additional items or units from the vendor, provided that these additional items or units represent the same manufacturer, model or brand, and unit price stipulated in the contract, and that the vendor shall accept a separate purchase order containing the same terms and conditions stipulated in the contract.

**2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:**

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

**2.25 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE:**

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

**2.26 EQUIPMENT SHALL BE NEW AND WARRANTED AGAINST DEFECTS:**

The vendor hereby acknowledges and agrees that all equipment supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the equipment supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the equipment may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the equipment at the vendor's expense.

**2.27 NON-EXCLUSIVE CONTRACT:**

Although the purpose of this solicitation is to secure a contract that can satisfy the total needs of the County or of a specific County agency, it is hereby agreed and understood that this solicitation and resultant contract does not provide an exclusive right to awardees hereunder to receive all orders that may be generated by the County in conjunction with this solicitation and resultant contract.

In addition, any and all commodities, equipment, and services required by the County in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the County.

**2.28 REBATES AND SPECIAL PROMOTIONS:**

SECTION 2  
SPECIAL CONDITIONS

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

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

**3.1 OVERVIEW**

The purpose of this solicitation is to obtain Cisco model 2950 Switches, modules for the Cisco 6500 Switch, power supplies, and Gigabit Interface Converter modules for the Miami-Dade Aviation Department (MDAD). Several existing Cisco products utilized at Miami International Airport (MIA) have reached end-of-life and must be replaced.

MDAD shall purchase the Cisco products described in this solicitation in two phases. The Cisco products purchased from the resultant contract shall be added to the existing MDAD SmartNet contract.

**3.2 EQUIPMENT LIST (PHASE 1)**

The equipment listed below is expected to be purchased during fiscal year 2011-2012 which ends in October 2012.

PRODUCT DESCRIPTION	CISCO PRODUCT NUMBER	QTY
<b>MIA Enterprise Network Access</b>		
Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	20
Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	20
<b>MIA Enterprise Network Distribution</b>		
Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	30
Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	30
Catalyst 6500 Central Fwd Card for WS-X67xx modules	WS-F6700-CFC	30
GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	525
1000BASE-ZX SFP	GLC-ZX-SM=	2
Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	28
Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	28
<b>MIA Enterprise Network L2 Core</b>		
Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	8
Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	8
Catalyst 6500 Central Fwd Card for WS-X67xx modules	WS-F6700-CFC	8
GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	50
1000BASE-ZX SFP	GLC-ZX-SM=	2
Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	8
Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	8
<b>MIA Enterprise Network L2 Core</b>		
Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	2
Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	2
Catalyst 6500 Central Fwd Card for WS-X67xx modules	WS-F6700-CFC	2
GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	18
Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	4
Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	4
Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	8
Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	8
Catalyst 6500 Central Fwd Card for WS-X67xx modules	WS-F6700-CFC	8
GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	46
1000BASE-ZX SFP	GLC-ZX-SM=	2

**SECTION 3  
TECHNICAL SPECIFICATIONS**

PRODUCT DESCRIPTION	CISCO PRODUCT NUMBER	QTY
Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W-	10
Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	10

**3.3 EQUIPMENT LIST (PHASE 2)**

The equipment listed below is expected to be purchased during fiscal year 2012-2013 which begins on November 1, 2012.

PRODUCT DESCRIPTION	CISCO PRODUCT NUMBER	QTY
<b>MIA Enterprise Network Access</b>		
Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	WS-C2960-24PC-L	1
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	1
SMARTNET 8X5XNBD Cat2960 24 10/100 PoE 2T/SFP LAN Bse Im	CON-STLOC-C29602PC	1
Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	WS-C2960-24PC-L	169
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	169
SMARTNET 8X5XNBD Cat2960 24 10/100 PoE 2T/SFP LAN Bse Im	CON-STLOC-C29602PC	169
Catalyst 2960 48 10/100 PoE + 2 1000BT +2 SFP LAN Base Image	WS-C2960-48PST-L	74
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	74
SMARTNET 8X5XNBD 48 port PoE 370W	CON-STLOC-2964STL	74
GE SFP, LC connector LX/LH transceiver	GLC-LH-SM-	486
<b>MIA Enterprise Network Spares Lab</b>		
Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	WS-C2960-24PC-L	9
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	9
SMARTNET 8X5XNBD Cat2960 24 10/100 PoE 2T/SFP LAN Bse Im	CON-STLOC-C29602PC	9
Catalyst 2960 48 10/100 PoE + 2 1000BT +2 SFP LAN Base Image	WS-C2960-48PST-L	5
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	5
SMARTNET 8X5XNBD 48 port PoE 370W	CON-STLOC-2964STL	5

**3.4 CISCO TRADE-IN CREDIT**

As part of this procurement, MDAD intends to trade-in the following Cisco equipment from its existing inventory. Bidders shall provide a credit for this equipment in Section 4.

PRODUCT DESCRIPTION	CISCO TRADE-IN NUMBER	QTY
Catalyst 2950, 12 10/100 with 2 GBIC slots, Enhanced Image	WS-C2950G-12-EI	1
Catalyst 2950, 24 10/100 with 2GBIC slots, Enhanced Image	WS-C2950G-24-EI	178
Catalyst 2950, 48 10/100 with 2 GBIC slots, Enhanced Image	WS-C2950G-48-EI	79
Catalyst 6000 2500W AC Power Supply	WS-CAC-2500W	70
1000Base-LX/LH "long haul" GBIC (Single-mode or Multi-mode)	WS-G5486	1,120
1000Base-ZX extended reach GBIC (Single-mode)	WS-G5487	6
Catalyst 6000 16-port Gig-Ethernet Mod. (Req. GBICs)	WS-X6416-GBIC	78

MIAMI-DADE COUNTY

BID NO.: 9590-0/14

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  
JANUARY 18, 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: DPM Date Issued: This Bid Submittal Consists of  
Erick Purchasing Division December 30, 2011 Pages 10 through 16  
Martinez

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:

**REPLACEMENT CISCO EQUIPMENT**

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	20540

FIRM NAME: ProSys Information System Inc  
FEIN# 582302461  
ADDRESS: 9725 N.W. 117<sup>th</sup> Ave #420  
MIAMI FL 33178

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

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

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

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SECTION 4  
BID SUBMITTAL FOR:FIRM NAME: ProSys Information Systems, Inc.

Instructions to Bidders: Please use the tables provided below to enter the pricing for the equipment:

Phase	Equipment				
Line Item #	Description	Cisco Part #	QTY	Unit Price	Extended Price
1	Catalyst 6500 3000W AC Power Supply	WS-CAC-3000W=	20	\$1500.00	\$30,000.00
2	Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	20	\$ incl $\phi$	\$ 0.00
3	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	30	\$12,500.00	\$375,000.00
4	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	30	\$ incl $\phi$	\$ 0.00
5	Catalyst 6500 Central Fwd Card for WS X67xx modules	WS-F6700-CFC	30	\$ incl $\phi$	\$ 0.00
6	GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	525	\$497.50	\$261,187.50
7	1000BASE-ZX SFP	GLC-ZX-SM=	2	\$1997.50	\$3995.00
8	Catalyst 6500 3000W AC power supply	WS-CAC-3000W=	28	\$1500.00	\$42,000.00
9	Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	28	\$ incl $\phi$	\$ 0.00
10	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	8	\$12,500.00	\$100,000.00
11	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	8	\$ incl $\phi$	\$ 0.00
12	Catalyst 6500 Central Fwd Card for WS X67xx modules	WS-F6700-CFC	8	\$ incl $\phi$	\$ 0.00
13	GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	50	\$497.50	\$24875.00
14	1000BASE-ZX SFP	GLC-ZX-SM=	2	\$1997.50	\$3995.00
15	Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	8	\$1500.00	\$12,000.00
16	Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	8	\$ incl $\phi$	\$ 0.00
17	Catalyst 6500 48-port CEF720 GigE Module (Req. SFPs)	WS-X6748-SFP=	2	\$12,500.00	\$25,000.00
18	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	2	\$ incl $\phi$	\$ 0.00
19	Catalyst 6500 Central Fwd Card for WS X67xx modules	WS-F6700-CFC	2	\$ incl $\phi$	\$ 0.00
20	GE SFP, LC connector LX/LH transceiver	GLC-LH-SM=	18	\$497.50	\$8955.00
21	Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	4	\$1500.00	\$6000.00
22	Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	4	\$ incl $\phi$	\$ 0.00

SECTION 4  
 BID SUBMITTAL FOR:

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

Phase 1 Equipment					
Line Item #	Description	Cisco Part #	QTY	Unit Price	Extended Price
23	Catalyst 6500 48-port CEF720 Gige Module (Req. SFPs)	WS-X6748-SFP=	8	\$12,500.00	\$100,000.00
24	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	MEM-XCEF720-256M	8	\$ incl φ	\$ 0.00
25	Catalyst 6500 Central Fwd Card for WS-X67xx modules	WS-F6700-CFC	8	\$ incl φ	\$ 0.00
26	GE SFP, LC connector, LX/LH transceiver	GLC-LH-SM=	46	\$497.50	\$22885.00
27	1000BASE-ZX SFP	GLC-ZX-SM=	2	\$1997.50	\$3995.00
28	Catalyst 6500 3000W AC power supply (spare)	WS-CAC-3000W=	10	\$1500.00	\$15,000.00
29	Power Cord, 250Vac 16A, straight-blade NEMA L6-20 plug, US	CAB-AC-2500W-US1	10	\$ incl φ	\$ 0.00
Phase 1 Sub-Total:					\$1034887.50

Phase 2 Equipment					
Line Item #	Description	Cisco Part #	QTY	Unit Price	Extended Price
30	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	WS-C2960-24PC-L	1	\$1247.50	\$1247.50
31	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	1	\$ incl φ	\$ 0.00
32	SMARTNET 8X5XNBD Cat2960 24 10/100 PoE-2T/SFP LAN Base Im	CON-STLOC-C29602PC	1	\$ incl φ	\$ 0.00
33	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	WS-C2960-24PC-L	169	\$1247.50	\$210827.50
34	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	169	\$ incl φ	\$ 0.00
35	SMARTNET 8X5XNBD Cat2960 24 10/100 PoE-2T/SFP LAN Base Im	CON-STLOC-C29602PC	169	\$ incl φ	\$ 0.00
36	Catalyst 2960 48 10/100 PoE + 2 1000BT +2 SFP LAN Base Image	WS-C2960-48PST-L	74	\$2247.50	\$166315.00
37	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	74	\$ incl φ	\$ 0.00
38	SMARTNET 8X5XNBD 48 port PoE 370W	CON-STLOC-2964STL	74	\$ incl φ	\$ 0.00
39	GE SFP, LC connector, LX/LH transceiver	GLC-LH-SM=	486	\$497.50	\$241785.00
40	Catalyst 2960 24 10/100 PoE + 2 T/SFP LAN Base Image	WS-C2960-24PC-L	9	\$1247.50	\$11227.50
41	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	9	\$ incl φ	\$ 0.00
42	SMARTNET 8X5XNBD Cat2960 24 10/100 PoE-2T/SFP LAN Base Im	CON-STLOC-C29602PC	9	\$ incl φ	\$ 0.00

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SECTION 4  
 BID SUBMITTAL FOR:

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

Phase 2 Equipment					
Line Item #	Description	Cisco Part #	QTY	Unit Price	Extended Price
43	Catalyst 2960 48 10/100 PoE + 2 1000BT 42 SFP LAN Base Image	WS-C2960-48PST-L	5	\$ 2247.50	\$ 11237.50
44	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	5	\$ INCL 0	\$ 0.00
45	SMARTNET 8X5XNBD 48 port PoE 370W	CON-STLOC- 2964STL	5	\$ INCL 0	\$ 0.00
Phase 2 Sub-Total:					\$ 11237.50

PHASE 1 AND PHASE 2 TOTAL: \$ 1,677,527.50

TRADE-IN CREDIT (SECTION 3.4): \$ 348,504.61

NET TOTAL: \$ 1,329,022.89

*\*Note: Bidders are to provide the required documentation verifying their authorization to sell the required equipment and warranty services as outlined in Section 2.14 with their bid response.*

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SECTION 4  
BID SUBMITTAL FOR:  
REPLACEMENT CISCO EQUIPMENT  
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ProSys Information Systems, Inc.

AUTHORIZED SIGNATURE: Michelle Garcia

DATE: 1/17/2012

TITLE OF OFFICER: Account Executive



**Bid Title:** Replacement Cisco Equipment

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 prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

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: MG. 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.

Prosys Information Systems, Inc is not on the list - see attachment

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

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

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

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2-21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

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

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

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

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

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Firm Name: ProSys Information Systems Inc  
Street Address: 9725 N.W. 117<sup>th</sup> Ave Suite 420 Miami, FL 33178  
Mailing Address (if different): \_\_\_\_\_

Telephone No.: 786 231 0018 Fax No.: 305 253 1124  
Email Address: mgarcia@prosysis.com FEIN No. 58-2130121467

Prompt Payment Terms: - % - days net 30 days (Please see paragraph 1.2.H of General Terms and Conditions)

Signature: Michele Garcia (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: Michele Garcia Title: ACCOUNT EXECUTIVE

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.

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**MIAMI**

**DADE**

# **APPENDIX**

## **AFFIDAVITS**

**FORMAL BIDS**



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

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

Contract No.: 9590-0/14 Federal Employer Identification Number (FEIN): 582302467
Contract Title: Replacement Cisco Equipment

Affidavits and Legislation/ Governing Body

Table with 10 rows and 2 columns listing various Miami-Dade County codes and regulations such as Ownership Disclosure, Employment Disclosure, Drug-free Workplace Certification, Disability Non-Discrimination, Debarment Disclosure, Vendor Obligation to County, Code of Business Ethics, Family Leave, Living Wage, and Domestic Leave and Reporting.

Michele Garcia Account Executive Signature of Michele Garcia
Printed Name of Affiant Printed Title of Affiant
ProSys Information Systems Inc. 1/17/2012
Name of Firm Date
9725 S.W. 117th Ave #420 Mia, FL 33178
Address of Firm State Zip Code

Notary Public Information

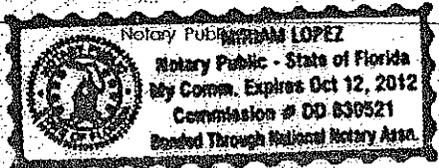
Notary Public - State of Florida County of Dade
Subscribed and sworn to (or affirmed) before me this 17 day of January 20 12

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

Type of Identification produced: FL Drivers License

Signature of Notary Public: Miriam Lopez Serial Number: DD 830521

Print or Stamp of Notary Public: Miriam Lopez Expiration Date: 10-12-12



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FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15.

Multiple horizontal lines for providing a detailed statement of policies and procedures.

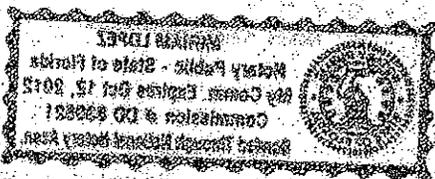
NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

*Michelle Garcia*

Signature

*1/17/2012*

Date



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SUBCONTRACTOR/SUPPLIER LISTING

(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent:

Prosys Information Systems Inc

Bid No.: 9590-0/14

Title: Replacement Cisco Equipment

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender Race
N/A			
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender Race

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

Prime Contractor/Respondent's Signature: Michele Garcia

Print Name: Michele Garcia

Print Title: Account Exec

Date: 11/7/2012

(Duplicate if additional space is needed)

FORM 100

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Cisco Systems, Inc.  
500 Northridge Rd  
Suite 700  
Atlanta, Georgia 30350  
Phone: 678-352-2500  
<http://www.cisco.com>

January 7, 2012

John Roger  
Chief Operating Officer  
PROSYS INFORMATION SYSTEMS, INC.  
6575 The Corners Parkway  
Norcross, GA, 30092

Dear John,

This letter is to certify that as of October 31, 2011, PROSYS INFORMATION SYSTEMS, INC. (aka - PROSYS) is a Cisco Gold Level Partner. This letter also validates Prosys is authorized to sell the following Cisco products. Here is a complete listing of all of Prosys' current Cisco certifications and specializations:

Certifications	Gold Certified Partner
Specializations	<ul style="list-style-type: none"><li>- Advanced Data Center Networking Infrastructure</li><li>- Advanced Data Center Storage Networking</li><li>- Advanced Routing &amp; Switching</li><li>- Advanced Security</li><li>- Advanced Unified Communications</li><li>- Advanced Wireless LAN</li><li>- Master UC Specialization</li><li>- Data Center Architecture Specialization</li><li>- Collaboration Architecture Specialization</li><li>- Contact Center Enterprise ATP</li><li>- Customer Voice Portal ATP</li><li>- Identity Services Engine ATP</li><li>- Telepresence Adv ATP</li></ul>
Managed Services	None
Cisco Authorized Partners	<ul style="list-style-type: none"><li>- Cisco Authorized Unified MeetingPlace Partner</li></ul>
Other Authorizations	<ul style="list-style-type: none"><li>- Registered Partner</li><li>- Cisco Capital Financing</li><li>- GPN Resale Host</li><li>- Global Resale Agent</li><li>- Indirect Service Discount Promo</li><li>- MSCP Agent Partner</li><li>- Vblock Qualified Partner (Vblock 0)</li><li>- Vblock Qualified Partner (Vblock 1)</li><li>- WebEX Commission Pilot Program</li></ul>
Industry Solutions	<ul style="list-style-type: none"><li>- Education</li><li>- Financial Services</li><li>- Government</li></ul>
HQ Address	6575 The Corners Parkway Norcross GA 30092
Site Address	4900 Avalon Ridge Parkway Norcross GA 30071
Phone Number	678-268-9000
Fax	770-300-0486
Country	USA
Partner since	24-MAY-2004
URL	<a href="http://www.prosysis.com">www.prosysis.com</a>

Sincerely,

*Bill Demarr*

Bill DeMarr

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## Protecting Florida's Investments Act

Quarterly Report – June 16, 2011

**Table 7: List of Prohibited Investments (Scrutinized Companies)**

*New companies on the list are shaded and in bold.*

Company	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Investment
Alstom	Sudan	France	September 19, 2007	Yes
Alstom Projects India	Sudan	India	April 14, 2009	Yes
AREF Energy Holdings Co.	Sudan	Kuwait	July 28, 2009	Yes
AviChina Industry & Technology Company Limited	Sudan	China	September 19, 2007	Yes
Chennai Petroleum Corp Ltd	Sudan	India	September 19, 2007	Yes
China Petroleum & Chemical Corp (CPCC) Sinopec	Sudan & Iran	China	September 19, 2007	Yes
<b>China Offfield Services Ltd</b>	<b>Iran</b>	<b>China</b>	<b>June 16, 2011</b>	<b>Yes</b>
China Petroleum Finance Co.	Sudan	China	November 9, 2010	Yes
Clontarf Energy Plc (fka: Persian Gold)	Iran	United Kingdom	July 28, 2009	Yes
<b>CYDGC Ltd</b>	<b>Iran</b>	<b>China</b>	<b>June 16, 2011</b>	<b>By June 15, 2012</b>
<b>CNPC HK Overseas Capital Ltd</b>	<b>Sudan &amp; Iran</b>	<b>China</b>	<b>June 16, 2011</b>	<b>Yes</b>
<b>Daewoo Industrial Co Ltd</b>	<b>Iran</b>	<b>South Korea</b>	<b>June 16, 2011</b>	<b>By June 15, 2012</b>
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Dongan Motor (aka Harbin Dongan Auto Engine)	Sudan	China	September 19, 2007	Yes
Dongfeng Motor Group Co. Ltd.	Sudan	China	July 29, 2010	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Electricity Generating Public Co.	Sudan	Thailand	September 19, 2007	Yes
ENI	Iran	Italy	September 19, 2007	Yes
Gas District Cooling (Putrajaya) Sdn Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Groupe ONA (ONA SA)	Sudan	Morocco	November 9, 2010	Yes
GS Engineering & Construction Corp.	Iran	S. Korea	September 16, 2008	Yes
GS Holdings	Iran	S. Korea	September 19, 2007	Yes
Hafel Aviation Industry Co Ltd	Sudan	China	September 19, 2007	Yes
Harbin Power Equipment	Sudan	China	September 19, 2007	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Inpex Corp.	Iran	Japan	September 19, 2007	Yes
Jiangxi Hongdu Aviation (aka Hongdu Aviation)	Sudan	China	September 19, 2007	Yes
Jinan Diesel Engine	Sudan	China	July 28, 2009	Yes
Khanom Electricity Generating Co	Sudan	Thailand	December 18, 2007	Yes
Kingdream PLC	Sudan & Iran	China	April 14, 2009	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
KMCOB Capital Bhd	Sudan	Malaysia	September 19, 2007	Yes
Kunlun Energy Company Ltd. (fka: CNPC Hong Kong Limited)	Sudan & Iran	Hong Kong	September 19, 2007	Yes

Company	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Investment
Kuwait Finance House	Sudan	Kuwait	April 14, 2009	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan	India	September 19, 2007	Yes
Midciti Resources Sdn Bhd	Sudan	Malaysia	September 19, 2007	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
MISC Capital Ltd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes
PetroChina	Sudan & Iran	China	September 19, 2007	Yes
Petroliam Nasional (Petronas)	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Capital Limited	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Chemicals Bhd	Sudan & Iran	Malaysia	June 16, 2011	Yes
Petronas Dagangan Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Gas Berhad	Sudan & Iran	Malaysia	September 19, 2007	Yes
Ranhill Bhd	Sudan	Malaysia	September 16, 2008	Yes
Ranhill Labuan Ltd	Sudan	Malaysia	April 14, 2009	Yes
Ranhill Powertron Sdn	Sudan	Malaysia	April 14, 2009	Yes
Repsol YPF	Iran	Spain	September 19, 2007	Yes
Scomi Engineering BHD	Sudan	Malaysia	September 19, 2007	Yes
Scomi Group Bhd	Sudan	Malaysia	September 19, 2007	Yes
Sinopec Finance	Sudan & Iran	China	April 14, 2009	Yes
Sinopec Kantons Holdings Ltd	Sudan & Iran	Bermuda	September 19, 2007	Yes
Sinopec Shanghai Petrochemical	Sudan & Iran	China	September 19, 2007	Yes
Sinopec Yizheng Chemical Fibre	Sudan & Iran	China	March 25, 2008	Yes
Snam Rete Gas	Iran	Italy	September 19, 2007	Yes
Societe Metallurgique D'Imiter	Sudan	Morocco	November 9, 2010	Yes
Statoil ASA (fka: StatoilHydro)	Iran	Norway	September 19, 2007	Yes
Total Capital	Iran	France	November 9, 2010	Yes
Total Gabon	Iran	Gabon	November 9, 2010	Yes
Total (Nigeria) PLC	Iran	Nigeria	March 25, 2008	Yes
Total SA	Iran	France	September 19, 2007	Yes
Wuhan Boiler Company	Sudan	China	September 19, 2007	Yes
# of Prohibited Investments	68			

The following companies were **removed** from the Prohibited Investments List during the quarter.

Removed Company	Country of Incorporation
Royal Dutch Shell PLC	United Kingdom
Shell International Finance BV	Netherlands

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"Scrutinized Companies"  
Chapter 287.135, Florida Statutes

Chapter 287.135, Florida Statutes was created effective July 1, 2011 which prohibits a company on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's Investments Act and Chapter 215.473 as it relates to the identification of "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

The following is a list of currently scrutinized (prohibited) companies. This list is updated quarterly following the review and approval by the State Board of Administration Trustees.