**DEPARTMENTAL INPUT**

**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

- **X New**
- **OTR**
- **☑ Sole Source**
- **☑ Bid Waiver**
- **☑ Emergency**
- Previous Contract/Project No. **Contract N/A**
- **☐ Re-Bid**
- **☑ Other**

LIVING WAGE APPLIES: **NO**

**Requisition No./Project No.: ROET1200012**

**TERM OF CONTRACT 2 YEARS WITH THREE (3) OTR'S FOR TWO (2) YEAR(S) EACH**

**Requisition/Project Title:** CONTINUOUS STOCK PIN FEED PAPER

**Description:** Same as above

**Issuing Department:** ITD

**Contact Person:** Joann Reese

**Phone:** 305-596-8097

**Estimate Cost:** $300,000.00

**Funding Source:** Internal Services Fund

---

**ANALYSIS**

<table>
<thead>
<tr>
<th>Commodity Codes:</th>
<th>645-21, 645-30 &amp; 645-33</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract/Project History of previous purchases three (3) years</td>
<td></td>
</tr>
<tr>
<td>Check here if this is a new contract/purchase with no previous history.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXISTING</th>
<th>2ND YEAR</th>
<th>3RD YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>OCE North America Inc. &amp; Forms World Inc.</td>
<td>Same</td>
</tr>
<tr>
<td>Small Business Enterprise:</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Contract Value:</td>
<td>$420,000.00</td>
<td>$384,000.00</td>
</tr>
</tbody>
</table>

**Comments:**

**Continued on another page(s):**

- **☐ YES**
- **☐ NO**

---

**RECOMMENDATIONS**

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-aside</th>
<th>Sub-contractor goal</th>
<th>Bid preference</th>
<th>Selection factor</th>
</tr>
</thead>
</table>

**Basis of recommendation:**

**Date sent to DBD:** 06/27/12

**Date returned to DPM:**

Revised April 2005
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
CONTINUOUS STOCK PEN-FEED PAPER

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:
BID DEPOSIT AND PERFORMANCE BOND: ........
CATALOGUE AND LISTS:..............................
CERTIFICATE OF COMPETENCY: ....................
EQUIPMENT LIST: ...................................
EXPEDITED PROCUREMENT PROGRAM (EPP): ....
INDEMNIFICATION/INSURANCE: .....................  SEE SECTION 2, PARA. 2.11
PRE-BID CONFERENCE/WALK-THRU: ...............  SEE SECTION 2, PARA. 2.2
SMALL BUSINESS ENTERPRISE MEASURE: ........  SEE SECTION 2, PARA. 2.9 & 2.26
SAMPLES/INFORMATION SHEETS: .................
MDPHA SECTION 3: ..................................
SITE VISIT/AFFIDAVIT: ................................
USER ACCESS PROGRAM: ...........................  SEE SECTION 2, PARA. 2.21
WRITTEN WARRANTY: ................................
LIVING WAGE: ......................................

FOR INFORMATION CONTACT:
Sherry Y. Crockett, CPPB, 305-375-4693, Crockett@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:
• READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN
  ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).

• FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
  PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE
  VENDOR INELIGIBLE FOR LOCAL PREFERENCE

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

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
INVITATION TO BID

Bid Number:

Bid Title: Continuous Stock Pin-Feed Paper

Procurement Officer: Sherry Y. Crockett, CPPB

Bids will be accepted until 2:00 p.m. on  , 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.
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 Submission Form – defines the requirements of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
ISD/PM – shall refer to Miami-Dade County’s Internal Services Department, Procurement Management Division.
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.
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. 1st Street, 15th Floor, Miami, FL 33138, Phone 305-375-6773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/isd/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification
It is the policy of the County to encourage full and open competition among all qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Bidders may submit 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. 1st Street, 15th Floor, Miami, FL 33138-1990, or telephone 305-375-5111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration
To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 15th 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 2-8.1-60(2) of the County Code)

3. Miami-Dade Employment Drug-free Workplace Certification
   (Section 2-8.1.2(b) of the County Code)

4. Miami-Dade Disability and Nondiscrimination Affidavit
   (Article 1, Section 2-8.1.5 Resolution R102-00 Amending R-305-95)

5. Miami-Dade County Department Disclosure Affidavit
   (Section 10.39 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 2-8.16 and 2-10(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 60-1 amending Section 2-11.1(e) 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 2-9.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit
    (Article 4, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
    (Ordinance 97-35)

12. Subcontractor/Supplier Listing
    (Ordinance 97-104)

13. Environmentally Acceptable Packaging
    Resolution (R-738-95)

14. W-9 and B108 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 118.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
    • Identification of individual account records
    • To make payments to individual vendor for goods and services provided to Miami-Dade County
    • Tax reporting purposes
    • To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

    Pursuant to Section 2-1076 of the County Code.

17. Small Business Enterprises
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws
    By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

6/18/2012
C. PUBLIC ENTITY CRIMES
Pursuant to Section 877.3329(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 amounts 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 2-11.18(9) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “Confidentiality” Key classification or “B”. Also, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Officer specified 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 1st Street, 12th Floor, suite 202, Miami, Florida 33128-1903 or email ClerkofClermontCounty@msn.com.

2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms and conditions 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 responsibility of the Bidder 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 this 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 time specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

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 may result in debarment from the solicitation, in relation to such 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 form letterhead, signed by an authorized agent stating that the new submission replaces the original submission. The new submission shall contain the letter and all instructions as required for submitting this original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

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

H. Prompt Payment Terms
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 215.74 and Section 215.14 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. 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 recover disputes for payment due from the County or the Public Health Trust may be commenced 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 the bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid Submittal signature page of this solicitation.

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

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 cross 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

6/18/2012

Revise 6/18/12
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.

1.5. AWARD OF BID SOLICITATION
A. This Bid Solicitation 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 technical defects, 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 may be 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 if it otherwise determines the offer is not 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 Enterprise Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must possess 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 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 ISO/PM will decide all tie Bids.
J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

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

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

1.8. ESTIMATED QUANTITIES
Estimated quantities or dollars are for Bidder’s guidance only; (a) estimates are based on the County’s anticipated needs and usage for the current 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 such solicitation is present in this solicitation document. No quantity is expressed or implies 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 described 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;
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 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 data 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;
   (b) vendor contributes to the County’s tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County;
   (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 low bid previously 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 offer 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

6/18/2012
SECTION 1
GENERAL TERMS AND CONDITIONS

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 2-6.4 of the County Code, as amended, and as established in Administrative Order No.9-21.

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

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

1.15. SUBCONTRACTING
Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1524-92, Section 10-34 of the County Code and County Ordinance No. 97-25.

1.16. ASSIGNMENT
The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, titles 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 the 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 employees capable of performing the work as required. The County may require the successful Bidder to remove any employees 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.

6/18/2012

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. 397.005 Fla State.), 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. 2-6.1.1. 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 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 acquire 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 disbarred 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 this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL
Miami-Dade County has established the Office of the Inspector General, which is authorized to perform all duties and powers as specified in 197.27 of Chapter 55, Florida Statutes, as amended. The Inspector General is authorized to perform all duties and powers as specified in 197.27 of Chapter 55, Florida Statutes, as amended.

1.27 PRE-AWARD INSPECTION
The County may conduct a pre-award inspection of the bidder's site or a partial pre-award inspection to determine if the bidder is capable of performing and completing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION
Proposers are hereby notified that all information submitted as part of their proposal, or in support of their bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The proposer shall not submit any information in response to this solicitation which the proposer considers to be trade secret, confidential, proprietary, or privileged. All information submitted in response to this solicitation will be subject to public inspection after opening of bids.

1.29 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information" (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/HIP 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.

6/18/2012

7. Making PHI available to Miami-Dade County for an accounting of disclosures;
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX
When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of the 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, 1) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, 2) in response to the CITT's disapproval, the County Commission reaffirms the award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, an award of an allocation for services in support of the CITT's oversight which does not exceed $1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31. LOBBYIST CONTINGENCY FEES
A) In accordance with Paragraph 2-11.12(c) 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 any County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS
Pursuant to Ordinance No. 2003-38, 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.

Revise 6/18/12
2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract to award a primary, secondary and tertiary bidder for the acquisition of continuous stock pin-feed paper by the County’s Information Technology Department (ITD) on an as needed when needed basis. The successful bidder(s) will be required to provide scheduled deliveries of the requested continuous stock pin-feed paper for the operation of ITD’s Print Shop.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN $50,000 (Bid Preference)

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

A 10% percent bid preference shall apply to awards valued up to $1 million and a 5% percent bid preference shall apply to awards greater than $1 million. A SBE/Micro Business Enterprise must be certified by the Sustainability, Planning, and Economic Enhancement Department, Small Business Development (SBD) Division for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process.

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

2.3 PRE BID CONFERENCE

Intentionally Omitted

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

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County’s Internal Services Department, 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 FOR THREE (3) ADDITIONAL TWENTY-FOUR (24) MONTH PERIOD

The initial contract prices resultant from this solicitation shall prevail for a twenty-four (24) month(s) period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for up to three (3) additional twenty-four (24) month period. Should the County choose to exercise its OTR; it will do so at the end of each twenty-four (24) month period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.
Should the vendor decline the County’s right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor’s eligibility for future contracts.

2.6 **METHOD OF AWARD TO PRIMARY, SECONDARY AND TERTIARY VENDORS BASED ON SIX (6) MONTH SPOT MARKET AWARD**

Award of this contract will be made to the three (3) responsive, responsible vendors who offer the lowest unit price in the aggregate. These awarded vendors shall also be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on a periodic basis (every six months). When such spot market purchases are initiated, the awarded vendors shall be invited to offer a fixed price for a specific purchasing period. The vendor then offering the lowest fixed price shall be deemed the primary vendor for the specific period. The primary vendor will always be given the first opportunity to supply the required continuous stock pin-feed paper for the period. In the event that the primary vendor is not able to perform as required, the County will award to the secondary bidder, and in the event the secondary bidder cannot perform as required, the County will utilize to the tertiary bidder. The award to one bidders for a specific period does not preclude the other vendors from submitting spot market offers for other specific periods.

**NOTE**
Spot market pricing procedures shall be initiated every six (6) month by the Department of Procurement Management.

2.7 **PRICES SHALL BE FIXED AND FIRM FOR A SIX (6) MONTH PERIOD:**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the first six (6) months of the contract term. The prices for any subsequent 6 month period shall be based on spot market quotes.

2.8 **EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

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

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

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

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

If an “equal” product may be considered by the County in accordance with the Bid/Proposal
Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

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

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
SECTION 2
SPECIAL CONDITIONS

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

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

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

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

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

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

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, paragraph 1.22 of this solicitation.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The 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:

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.

2.17 DELIVERY REQUIREMENTS

Successful vendor(s) will schedule weekly deliveries of approximately 12 to 15 rolls and 60 to 84 boxes weekly. Deliveries are normally scheduled on the same days in the middle of the week (any day between Tuesday and Thursday). Scheduled deliveries will be accepted at Miami-Dade County's Information Technology Department (ITD), at 5680 SW 87 Avenue, Miami, Florida. Non-scheduled deliveries, on an as needed when needed basis, will be delivered at a warehouse site designated by the County. Currently, this site is located at 1801 NW 1 Street, but this address is subject to change within the boundaries of Miami-Dade County. Non-scheduled deliveries will always be for more than 800 boxes.

All deliveries shall be inside delivery.

All deliveries shall be film-wrapped and palletized.

2.18 BACK ORDERS MUST BE FILLED WITHIN FIVE (5) 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 insure that such back orders are filled within five (5) 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, cancel back orders via electronic transmission after the grace period identified in this paragraph has lapsed and 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 REQUIREMENTS**

Intentionally Omitted

2.20 **CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Sherry Y. Crockett, CPPB at (305) 375-4693 or via email – Crockett@miamidade.gov with a copy to the Clerk of the Board at clerkbcc@miamidade.gov. Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to Vendors as needed.

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

**USER ACCESS FEE**

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

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

**JOINT PURCHASE**

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and
SECTION 2
SPECIAL CONDITIONS

Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

VENDOR COMPLIANCE

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

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

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

2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, 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 materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials 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 materials at the vendor's expense.

2.24 PACKING SLIP/Delivery TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.
2.25 **PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.26 **SAMPLES MAY BE REQUIRED DURING EVALUATION**

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

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.27 **SHELF LIFE OF STOCK**

The successful bidder(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County.
3.1 **SCOPE**

The purpose of this solicitation is to establish a contract to award a primary, secondary, and tertiary bidder for the acquisition of continuous stock pin-feed paper by the County's Information Technology Department (ITD) on an as needed when needed basis. The successful bidder(s) will be required to provide scheduled deliveries of the requested continuous stock pin-feed paper for the operation of ITD's Print Shop.

3.2 **TECHNICAL SPECIFICATIONS:**

The following specifications are the sizes and part type of the continuous stock pin feed paper to be purchased by Information Technology Department (ITD) as follows:


2. Same as above delivered in boxes of 3700 pages.

3. Continuous stock pinfeed paper, 1-Part, blank, size 8 ½" x 11", 20 lb. premium white. Standard three hold punched on top only. No marginal perforations.


5. Continuous stock pinfeed, 1-Part 14 7/8" x 11", ½" Green Bar 20 lb. No recycle. No marginal perforation


7. Continuous stock pinfeed, 3-Part 14 7/8" x 11", ½" Green Bar carbonless. All three parts white (White, white, white).

3.3 **ACCEPTABLE MILL BRANDS**

Acceptable Mill Brands are, but not limited to:

- Weyerhaeuser / Willamette
- Pro-Tech Laser Paper - James River Corp.
- Sharpriint Laser Paper - Badger paper Mills
- Boise Laser Paper - Boise Cascade
- St. Croix Bond - Georgia Pacific.

Private brands may be considered upon receipt of information sheets and samples. (See Section 2.0, paragraph 2.9).

3.4 **CURRENT COUNTY PRINTING EQUIPMENT**

Current County Printing Equipment is utilizing the Continuous Stock Pin-Feed paper requested on this contract. The items proposed must be compatible with the equipment listed below:
SECTION 3

TECHNICAL SPECIFICATIONS

1. OCE VarioStream 7650 Twin
2. OCE 210DSC (Duplex) High Speed Laser Printers.
3. BM 6262 impact printer for – 3-Part paper (Item# 7 above)

Required Unit of Measures

1. Rolls of continuous stock 11" x 8 ½"
2. Boxes to contain 11" x 8 ½", 3700 pages
3. Boxes to contain 8 ½” x 11”, 3700 pages – 20 lb
4. Boxes to contain 9 ½” x 11”, 2400 pages – 20 lb.
5. Boxes to contain 14 7/8” x 11”, 2700 pages - Green bar
6. Boxes to contain 14 7/8” x 11”, 2700 pages - Premium white
7. Boxes to contain 14 7/8” x 11”, 1200 pages - Green bar 3-Part
MIAMI-DADE COUNTY

SECTION 4
BID SUBMITTAL FORM

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

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

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

Issued by:

ISD/PM

Date Issued:

This Bid Submittal Consists of Pages 12 through 17

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:
CONTINUOUS STOCK PIN-FEED PAPER

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.

DO NOT WRITE IN THIS SPACE

ACCEPTED _______ HIGHER THAN LOW ________
NON-RESPONSIVE _______ NON-RESPONSIBLE ________
DATE B.C.C. _______ NO BID ________
ITEM NOS. ACCEPTED __________
COMMODITY CODE: 645-21, 645-30, & 645-33

FIRM NAME __________________________

Procurement Contracting Officer Sherry Y. Crockett, CPPB

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.
The quantities below represent estimated annual demand for products under this contract. No guarantee is made as to the actual quantities that will be requested under this award.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED QUANTITY</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>In Sheets 50,000,000</td>
<td>Continuous stock Pinfeed paper, 1-part, blank, Size 11&quot; x 8 ½&quot;, 18 lb 70/30. All forms should be standard 3-hole punched on top only. No marginal perforation. Delivered in Rolls</td>
<td>$_________ per roll</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manufacturer:</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>In Boxes 1560</td>
<td>Continuous stock Pinfeed paper, 1-part, blank, Size 11&quot; x 8 ½&quot;, 18 lb 70/30 Bond. All forms should be standard 3-hole punched on top only. No marginal perforation. Delivered in boxes of 3700 pages</td>
<td>$_________ per box</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manufacturer:</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>In Boxes 200</td>
<td>Continuous stock Pinfeed paper, 1-part, blank, Size 11&quot; x 8 ½&quot;, 20 lb Premium white. All forms should be standard 3-hole punched on top only. No marginal perforation. Delivered in boxes of 3700 pages</td>
<td>$_________ per box</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manufacturer:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>In Boxes 660</td>
<td>Continuous stock Pinfeed paper, 1-part, blank, Size 9 ½&quot; x 11&quot;, 20 lb Premium white, marginal perforation. No micro-perforation. Delivered in boxes of 2400 pages</td>
<td>$_________ per box</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Manufacturer:</td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>ESTIMATED QUANTITY</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
<tr>
<td>5.</td>
<td>In Boxes 1550</td>
<td>Continuous stock Pinfeed paper, 1-part, 14 7/8&quot; x 11&quot;, ½&quot; Green Bar 20 lb. No recycle. No marginal perforation. Delivered in boxes of 2700 pages</td>
<td>$___________ per box</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand: ____________________</td>
<td>Manufacturer: ____________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand: ____________________</td>
<td>Manufacturer: ____________________</td>
</tr>
<tr>
<td>7.</td>
<td>In Boxes 230</td>
<td>Continuous stock Pinfeed paper, 3-part 14 7/7&quot; x 11&quot;, ½&quot; Green bar carbonless. White, white, white. Delivered in boxes of 1200 pages</td>
<td>$___________ per box</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand: ____________________</td>
<td>Manufacturer: ____________________</td>
</tr>
</tbody>
</table>

NOTE: The quantities on this price table are one (1) year estimated usage. These quantities should be cut in half during six month spot market solicitations.
SECTION 4
BID SUBMITTAL FOR:
CONTINUOUS STOCK PIN-FEED PAPER

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated ____________________________
Addendum #2, Dated ____________________________
Addendum #3, Dated ____________________________
Addendum #4, Dated ____________________________
Addendum #5, Dated ____________________________
Addendum #6, Dated ____________________________
Addendum #7, Dated ____________________________
Addendum #8, Dated ____________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ________________________________

AUTHORIZED SIGNATURE: ______________________ DATE: ________

TITLE OF OFFICER: __________________________
Bid Title: Continuous Stock Pin-Feed Paper

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

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

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

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

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space.

☐ 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 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 is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

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 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.

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 interested 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?
MIAMI-DADE COUNTY

BID SUBMITTAL FORM

Yes ____________  No ____________

Firm Name:___________________________________________________________

Street Address:________________________________________________________

Mailing Address (if different):_____________________________________________

Telephone No.:________________________________ Fax No.:____________________

Email Address:________________________________ FEIN No. __/__-__/__/__/__/__

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

Signature: ____________________________ (Signature of authorized agent)

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

Print Name:________________________________ Title:________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Identification Number (FEIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Affidavits and Legislation/ Governing Body**

| 1. | Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code |
| 2. | Miami-Dade County Employment Disclosure 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 Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending Section 2-8.9 of the County Code |
| 5. | Miami-Dade County Debarment Disclosure Section 10.38 of the County Code |
| 6. | Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code |
| 7. | Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(b) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code |
| 8. | Miami-Dade County Family Leave Article V of Chapter 11 of the County Code |
| 9. | Miami-Dade County Living Wage Section 2-8.9 of the County Code |
| 10. | Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code |

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

**Notary Public Information**

Notary Public – State of County of

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

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

Type of identification produced

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

Page 1 of 3

Revised 1/12/12
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

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_________________________  _______________________
Signature                     Date
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: ______________________________________

Bid No.: __________________________________________ Title: ______________________________________

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

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

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Prime Contractor/Respondent’s Signature  __________________________  Print Name  __________________________  Print Title  FORM 100  Date  ______________

(Duplicate if additional space is needed)
Good Afternoon Vivian

See attachments

Sherry Y. Crockett, CPPB

Procurement Contracting Officer 1
Internal Services Department
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, Florida 33128
Phone: (305) 375-4693 Fax: (305) 375-4407
Email: Crockett@miamidade.gov

Miami Dade County is a public entity and subject to Chapter 119 of the Florida Statues concerning public records. E-mails messages are covered under such laws and thus subject to disclosure. All e-mails sent and received are captured by our servers and kept as a public record.