DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

☐ New contract  ☐ OTR  ☐ CO  ☐ SS  ☐ BW  ☐ Emergency  ☐ Previous Contract/Project No. 0728-A/1864

☐ Re-Bid  ☐ Other

LIVING WAGE APPLIES: __YES__  __NO__

Requisition/Project No: ROID1200029

TERM OF CONTRACT: 5 years with 0 one-year options-to-renew

Requisition/Project Title: - Court Reporting Services

Description: The purpose of this solicitation is to establish a contract for the purchase of court reporting and transcription services in conjunction with the County's needs on an as needed basis.

User Department(s): Various

Issuing Department: ISD/PM  Contact Person: Pearl P. Bethel  Phone: (305) 375-2102

Estimated Cost: $841,100/5 yrs  Funding Source: Proprietary, Operating, General and District  REVENUE GENERATING: No

ANALYSIS

Commodity/Service No: 961-24  SIC:

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years

Check Here if this is a New Contract/Purchase with no Previous History

EXISTING  2ND YEAR  3RD YEAR

Contractors:
1. Official Reporting Services, LLC
2. Miami Dade County Court Reporters
3. Official Reporting Services, LLC
2. Miami Dade County Court Reporters
3. Official Reporting Services, LLC
2. Miami Dade County Court Reporters

Small Business Enterprise:

Contract Value: $179,625  $153,188  $153,188

Comments:

Continued on another page(s): Yes  No

RECOMMENDATIONS

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Basis of Recommendation:

Signed: Pearl P. Bethel  Date to SBD: February 21, 2012

Date Returned to DPM: __________________
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
COURT REPORTING SERVICES

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

CERTIFICATE OF COMPETENCY: ......................... N/A
INDEMNIFICATION/INSURANCE: ........................ Section 2, Paragraph 2.11
PRE-BID CONFERENCE/WALK-THRU: .................. N/A
SMALL BUSINESS ENTERPRISE MEASURE: .......... Section 2, Paragraph 2.2
MDHA-SECTION 3: ........................................ N/A
USER ACCESS PROGRAM: ............................... Section 2, Paragraph 2.21

FOR INFORMATION CONTACT:
Pearl P. Bethel, 305-375-2102, bpearl@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
INVITATION TO BID

Bid Number:

Bid Title: COURT REPORTING SERVICES

Procurement Officer 1: Pearl P. Bethel, 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.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
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.
Bid Solicitation – shall refer to Miami-Dade County’s Internal Services Department, Procurement Management Division.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
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, 13th Floor, Miami, FL 33128, Phone 305-375-5773. 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 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. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2006, 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 (ISDP/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommed 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 ISDP/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33129. 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)
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 lease 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 2-11.10 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 requester must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 222, Miami, Florida 33129-1883 or email clarkep@miamidade.gov.

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

3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any changes made in the solicitation. 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 the Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

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

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

H. Prompt Payment Terms
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 216.74 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 the date (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.
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 all irregularities or
unreasonableness of 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 2-6.1(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-1574-68, the Director of ISD/PM
will decide all tie Bids.
J. Award of this Bid may be procured 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 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
comprise 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 to 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
bidders.

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

1.14. LICENSES, PERMITS AND FEES
The successful 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 the 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. 1639-93, 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 therein. 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 indemnity, 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. 287.055 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 the referred 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 the 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.
1.26 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 submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. 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 (IIH)" 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 IIH/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.30. 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, 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 award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed $1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES
A) In accordance with Section 2-11.16(b) 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 dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseably will be heard and reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS
Pursuant to Ordinance 2003-03-23, all awards resulting from the solicitation of 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.
2.1 PURPOSE:

The purpose of this solicitation is to establish a contract for the purchase of court reporting and transcription services in conjunction with the County’s needs on an as needed basis.

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/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 Sustainability, Planning and Economic Enhancement Department/SBD Division at 305-375-CERT (2378) or access www.miamidade.gov/sba.

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.

Note: SBE Preference will not be applied to Group 3, Court Reporting Service for the Miami-Dade County Public Housing and Community Development.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: FIVE (5) YEARS

The contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County’s Internal Services Department/Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five-year (5) contract term.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: To Multiple Bidders By Group

Award of this contract will be made to the three (3) lowest priced, responsive, responsible bidders on a group-by-group basis. To be considered for award by group, the Bidders shall offer prices for all items within a given group. The County will then select the Bidders for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group will be rejected. While the award will be made to multiple bidders by group to assure availability, the lowest priced bidder for each group will be given the first opportunity to perform under this contract.
A. Required Submittals/Qualification:

Failure to submit the items listed below along with bidders proposal may result in the bidder being declared non-responsive.

1. Bidder shall supply a list of personnel (names and required documentation as specified herein) that will be providing services to the County. This list shall be accompanied by proof/copy of a valid shorthand certification, or a valid court reporting certification issued by the National Court Reporters Association or the Florida Reporters Association for each individual Court Reporter providing services under this contract if available.

2. Bidders shall furnish the names and phone numbers of references for clients of court reporting service requested in this solicitation. Client references must be specifically related to the services proposed, and must be clients for whom these services are being provided or have been provided. The references and professional credentials shall provide Miami-Dade County with an accurate depiction of the Bidder's ability, and attest to the current quality of performance.

NOTE: Bidder(s) may be given the opportunity to submit the above mentioned information to the County during the bid evaluation period.

2.6.1 PRIMARY BIDDER DESIGNATION:

The County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary bidder respectively. The primary bidder shall have the primary responsibility to perform the service identified in this contract. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder(s) being deemed in breach of contract. The County may also make award to the third lowest bidder as a tertiary bidder.

NOTE: The primary bidder must confirm that they will be able to provide the services requested within 24 hours of request. Failure to confirm may result in the County seeking the services from the secondary bidder. In the event that the secondary bidder does not confirm within the required time the tertiary may be contacted. If a bidder is unable to provide the services within the requested time, the bidder must submit a written notice to the County, within 24 hours of the request.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder(s) are awarded a contract under this solicitation, the prices proposed by the bidder(s) shall remain fixed and firm during the term of contract.

The County reserves the right to negotiate lower pricing during this term based on market research information or other factors that influence price.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted
2.9 **EQUAL PRODUCT**

Intentionally Omitted

2.10 **LIQUIDATED DAMAGES**

Failure to deliver the required services in accordance with the specifications and to the satisfaction of the County within the time stated, shall subject the bidder to charges for liquidated damages. The County will charge the primary vendor the difference for obtaining the services from another vendor as liquidated damages. The County shall have the right to deduct the said liquidated damages from any amount due, or that may become due to the bidder under this agreement, or to invoice the bidder for such damages if the costs incurred exceed the amount due the bidder.

2.11 **INDEMNIFICATION AND INSURANCE**

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 bidder shall furnish to the Vendor Assistance Section, Internal Services Department/Procurement Management 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 bidder 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:
SECTION 2
SPECIAL CONDITIONS

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 bidder of his liability and obligation under this section or under any other section of this agreement.

The bidder 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 bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidder to provide the required certificate of insurance within fifteen (15) business days, may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

The bidder 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 bidder in accordance with Section 2, Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder 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 bidder in accordance with Section 1, Paragraph 1.23 of this solicitation.
2.12 **BID GUARANTY**

Intentionally Omitted

2.13 **PERFORMANCE BOND**

Intentionally Omitted

2.14 **CERTIFICATIONS**

As per Section 2, Paragraph 2.6, (A) (1)

2.15 **METHOD OF PAYMENT: INVOICE MATCHED TO PURCHASE ORDER**

The selected bidder(s) shall submit an invoice which provides the basic information set forth below, and the corresponding Purchase Order number, to the County user department that issued a Purchase Order to the bidder(s). The date of the invoice shall not exceed thirty (30) calendar days from the completion and acceptance of the work requested through the Purchase Order. Under no circumstances shall the invoice be submitted to the County in advance of the completion and acceptance of the work.

All invoices shall contain the following basic information:

I. Bidder Information:
   - The name of the business organization as specified on the contract between Miami-Dade County and bidder
   - Date of invoice
   - Invoice number
   - Bidder’s Federal Identification Number on file with Miami-Dade County

II. County Information:
   - Miami-Dade County Release 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
Intentionally Omitted

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 BACK ORDER ALLOWANCE
Intentionally Omitted

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: Pearl P. Bethel, at (305) 375-2102 email- bpearl@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE, (EXCLUSIVE OF FEDERALLY FUNDED DEPARTMENTS)

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 bidder 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. Bidder 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 bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within three (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 bidder shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder 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 bidder and shall be paid by the ordering entity less the 2% UAP.

**BIDDER COMPLIANCE**

If a bidder fails to comply with this section, that bidder 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 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services 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).

**2.24 DEFICIENCIES IN SERVICES TO BE CORRECTED BY THE BIDDER**

The bidder shall promptly correct errors and/or deficiencies in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) calendar days after such errors, deficiencies, and/or
non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.25 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.26 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed the court reporting services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative may contact the bidders to obtain a price quote for the similar services. The County reserves the right to award these similar services to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the services from another source.

2.27 COMPETENCY OF BIDDER

The County may elect to conduct a pre-award inspection of the bidder's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Bidders must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. Miami-Dade County reserves the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any bidder's responding hereunder, including past performance with the County, in determining bidder responsibility for the purposes of selecting a bidder for contract award.
2.28 **MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT EXEMPTION TO CERTAIN CLAUSES**

The contract to be awarded under this solicitation will be accessed by the Miami-Dade County Public Housing and Community Development Department. As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:

Section 1, Paragraph 1.10 (Local Preferences), Section 1, Paragraph 1.26 (Office of the Inspector General), Section 2, Paragraph 2.2 (Small Business Contract Measures), and Section 2, Paragraph 2.21 (County User Access Program - UAP).

2.29 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

2.30 **AUTHORITY TO CONTRACT**

Any bidder that is awarded a contract under this solicitation is attesting that it is authorized to enter into the contract and is not suspended, debarred or otherwise prohibited from entering into the contract under the terms of Title 7, Code of Federal Regulations, Part 3017.
3.1 **SCOPE:**
It is the intent of this solicitation to provide court reporting and transcription services for numerous Miami-Dade County Department as specified herein for various types of hearings and meetings as requested by an authorized County representative.

3.2 **COURT REPORTING REQUIREMENTS**
Court reporters are required to respond to request within 24 hours. The County will give a minimum lead time of five (5) calendar days to the bidder prior to the desired starting date for any specific assignment; provided however, that such notification shall not be superseded by any emergency service that may be required. When possible, longer lead times will be given.
- Bidder shall provide qualified court reporters that are duly certified for appearances at various types of hearings, including, but not limited to: depositions, meetings, statements of individuals, closed door sessions, and any time an official record is required.
- Bidders are required to have standard stenographic equipment capable of taking from 200 to 225 words per minute.

3.3 **COURT REPORTING TIMES AND LOCATIONS**
Court reporting services may be required five (5) days per week. When available, a monthly meeting/court schedule will be provided by the user department the last week of the preceding month. Court reporting services may be required at multiple locations at the same time. One or more hearings may be held at the same time, at various locations throughout Miami-Dade County.

3.4 **SESSIONS**
Bidders awarded this contract must be able to provide the requested services during the hours listed below:
- Morning Sessions (8:00 A.M. –1:00 P.M.);
- Afternoon Sessions (1:00 P.M. – 6:00 P.M.); and
- Evening Sessions (6:00 P.M. – 11:00 P.M.).

3.5 **HEARINGS**
Hearings before the Special Masters are held in various hearing rooms located on the Terrace Level of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, FL; South Dade Government Center, and 10710 S.W. 211th Street.
Code Enforcement hearings are held in various rooms located on the Terrace Level of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, FL and other locations throughout Miami-Dade County, as designated by the department.
3.6 DEPARTMENT SPECIFIC REQUIREMENTS:

A. Sustainability, Planning and Economic Enhancement Department (SPEED), Planning and Zoning Division

Court reporting services are required for meetings as needed. Meetings will be held as per schedule which will be provided with a 24 hour notice from the SPEED, Planning and Zoning Division. Court reporting for the meetings will be held at 111 N.W. 1st Street and other locations throughout Miami Dade County, as designated by the department.

B. SPEED, SBD Division

Court reporters will be required, but are not limited, to attend Administrative Hearings, Debarment Hearings, Sworn Statements, Pre-Award Investigatory Meetings, Eligibility Review Meetings and Wage Theft Hearings.

SPEED, SBD Division will require court reporting services during normal business hours (8:00 a.m. thru 5:00 p.m., Monday thru Friday).

3.7 COURT REPORTER’S NOTES

All court reporter’s notes shall be supplied to the individual departments following the conclusion of the appeal period, or upon request thereafter and copies maintained by the bidder.

1. The bidder shall be responsible for maintaining court reporter’s notes, clearly marked and boxed in chronological sequence by hearing dates in boxes supplied by the County.

2. Coordinated efforts to retire court reporter’s notes will be determined by the individual departments and the bidder.

3. It shall be the responsibility of the bidder to receive the recordings of all testimonies from the court reporter and to retain such records, stenographic notes, etc. in their possession for a period as established by Rule 2.075, of the Court Reporters Notes Retention Schedule.

3.8 TRANSCRIPT SERVICES

Transcriptions are defined as tapes without the utilization of a court reporter which require duplication of the original tapes or DVD’s (digital video disc) that recorded the proceedings, given to the bidder to produce a typewritten document (transcript) for later use, whether from meetings, depositions or hearings.

Court reporters may be required to attend meetings and be provided with an audio tape or DVD of the meeting for transcription. All transcripts provided must contain a minimum of an original page and one copy of the original page. Services are to be provided as follows:

1. Provide transcript services from audio tapes taken at a general meeting. Audio tapes or DVD’s will be provided by the user Department requesting the services
2. Provide transcript services from audio tapes taken at a general meeting. Audio tapes will be provided by the user Department requesting the services.

3. Provide transcripts upon request.

4. Provide certified copies of all transcriptions as required by Florida Statutes.

5. Maintain court reporter’s notes, clearly marked and boxed in chronological sequence by hearing dates in boxes supplied by the County.

6. Provide regular delivery of transcriptions within ten (10) calendar days of receipt.

No transcripts of testimony shall be made except upon specific request by the Value Adjustment Board, Code Enforcement Board, Zoning Agenda Coordinator’s, Property Appraiser’s Office or by the County Attorney’s office.

In the case where inaudible tapes are received, “Unintelligible” should be indicated in the transcript. Bidders must adhere to the definition of accurate transcripts for standards of accuracy (see note Section 3, Paragraph 3.9).

3.9 DELIVERY REQUIREMENTS (TRANSCRIPTS)

The average time for delivery of accurate transcript(s) shall not exceed ten (10) calendar days from the requested date. Failure to provide transcript services as described above may result in the bidder being charged for liquidated damages as per section 2, Paragraph 2.10.

Note:
Accurate transcripts are defined as those with not more than one (1) error per ten (10) pages. Errors on proper nouns shall not be accepted.

3.10 HOURLY RATE

An hourly rate shall be provided for actual time attended at a required meeting or hearing, with a duration period less than a session. The hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, travel time, and any other element of cost or price.

The hourly rate charge will be applied when the total hours worked is less than the cost of a session.

Bidders shall charge the County a maximum of one (1) hour for attending a cancelled meeting due to non-notification by a County representative.

3.11 EMERGENCY SERVICES

Emergency services may be required and are defined as services that require a maximum of forty-eight (48) hours turnaround time or as specified upon request.

Emergency service requested on an as needed basis will be provided as per the conditions of this bid.
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: PPB

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:
COURT REPORTING SERVICES

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.

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.
### GROUP 1 - Court Reporting Services for several Miami-Dade County Departments

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>22</td>
<td>Sessions</td>
<td>Morning sessions (8:00AM - 1:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>44</td>
<td>Sessions</td>
<td>Afternoon sessions (1:00PM - 6:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>Sessions</td>
<td>Evening sessions (6:00PM - 11:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Hours</td>
<td>Hourly rate (after 11:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Hours</td>
<td>Hourly rate (8:00 AM-11:00PM)</td>
<td>$</td>
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**Transcription Services**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tr>
<td>6</td>
<td>3</td>
<td>Transcripts</td>
<td>Cost per original page and one copy</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(From audio tape provided; court reporter not present)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>160</td>
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<td>$</td>
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<td></td>
<td></td>
<td></td>
<td>(Court reporter present at session)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>3</td>
<td>Transcripts</td>
<td>Emergency Transcript Services (Max 48 hour turn-around)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cost per original page and one copy</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(From audio tape provided)</td>
<td>$</td>
<td>$</td>
</tr>
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</table>

**TOTAL GROUP 1 (Items 1 through 8): $**

### GROUP 2 - Sustainability, Planning & Economic Enhancement Department (Planning & Zoning Division)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>29</td>
<td>Sessions</td>
<td>Morning sessions (8:00AM - 1:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>Sessions</td>
<td>Afternoon sessions (1:00PM - 6:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>180</td>
<td>Sessions</td>
<td>Evening sessions (6:00PM - 11:00PM)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Hours</td>
<td>Hourly rate (after 11:00PM)</td>
<td>$</td>
<td>$</td>
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</table>

**Transcription Services**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>110</td>
<td>Transcripts</td>
<td>Cost per original page and one copy</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(From audio tape provided; court reporter not present)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>111</td>
<td>Transcripts</td>
<td>Cost per original page and one copy</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>(Court reporter present at session)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
<td>Transcripts</td>
<td>Emergency Transcript Services (Max 48 hour turn-around)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cost per original page and one copy</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(From audio tape provided)</td>
<td>$</td>
<td>$</td>
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</table>

**TOTAL GROUP 2 (Items 1 through 7): $**
### GROUP 3 - Public Housing and Community Development

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>Hours</td>
<td>Administrative Hearings</td>
<td>$</td>
<td>$</td>
</tr>
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<td>2</td>
<td>19</td>
<td>Hours</td>
<td>Sworn Statements</td>
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<td>3</td>
<td>23</td>
<td>Transcripts</td>
<td>Cost per original page and one copy (To include attending meetings)</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

**TOTAL GROUP 3 (Items 1 through 3): $**

### GROUP 4 - Sustainability, Planning & Economic Enhancement Department (Small Business Dev. Division)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>133</td>
<td>Hours</td>
<td>Administrative Hearings</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>133</td>
<td>Hours</td>
<td>Debarment Hearings</td>
<td>$</td>
<td>$</td>
</tr>
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<td>3</td>
<td>133</td>
<td>Hours</td>
<td>Sworn Statements</td>
<td>$</td>
<td>$</td>
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<tr>
<td>4</td>
<td>133</td>
<td>Hours</td>
<td>Pre-Award Investigatory Meetings</td>
<td>$</td>
<td>$</td>
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<tr>
<td>5</td>
<td>133</td>
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<td>Eligibility Review Meetings</td>
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<td>6</td>
<td>133</td>
<td>Hours</td>
<td>Wage Theft Program Hearings</td>
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<td>Transcripts</td>
<td>Cost per original page and one copy (To include attending meetings)</td>
<td>$</td>
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</table>

**TOTAL GROUP 4 (Items 1 through 7): $**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>15</td>
<td>Sessions</td>
<td>Morning Session (8:00AM-1:00PM)</td>
<td>$________/Session</td>
<td>$________</td>
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<tr>
<td>2</td>
<td>2</td>
<td>Sessions</td>
<td>Afternoon Sessions (1:00PM-6:00PM)</td>
<td>$________/Session</td>
<td>$________</td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td>Hours</td>
<td>Hourly Rate (8:00 AM-5:00 PM)</td>
<td>$________/Session</td>
<td>$________</td>
</tr>
</tbody>
</table>

**Transcription Services**

| 4    | 8     | Transcripts | Cost per original page and one copy                  | $________/Session | $________ |
|      |       |             | (From audio tape provided; court reporter not present) |             |             |
| 5    | 5     | Transcripts | Cost per original page and one copy                  | $________/Session | $________ |
|      |       |             | (Court reporter present at session)                  |             |             |
|      |       |             | Emergency Transcript Services (Max 48 hour turn-around) |             |             |
| 6    | 2     | Transcripts | Cost per original page and one copy                  | $________/Session | $________ |
|      |       |             | (From audio tape provided; court reporter not present) |             |             |
| 7    | 1     | Transcripts | Cost per original page and one copy                  | $________/Session | $________ |
|      |       |             | (Court reporter present at session)                  |             |             |

**TOTAL GROUP 5 (Items 1 through 7)** $________

**REQUIRED SUBMITTALS:**

Failure to submit the items listed below along with bidder's proposal may result in the bid being declared non-responsive.

- [ ] List of personnel and certifications
- [ ] References

**SECTION 4**

**BID SUBMITTAL FOR:**

Court Reporting Services

**ACKNOWLEDGEMENT OF ADDENDA**
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: Court Reporting Services

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

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

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

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

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

In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) 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 295.167 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 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?
Firm Name: ____________________________________________________________

Street Address: ______________________________________________________________________

Mailing Address (if different): ______________________________________________________________________

Telephone No.: ___________________________ Fax No.: ___________________________

Email Address: ___________________________ FEIN No. __________/________/________/________/________/________/________

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

Signature: ___________________________ (Signature of authorized agent)

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

Print Name: ___________________________ Title: ___________________________

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

AFFIDAVITS

FORMAL BIDS
Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

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

Contract No.: __________________________ Identification Number (FEIN): __________________________

Contract Title: __________________________

Affidavits and Legislation/ Governing Body

7. Miami-Dade County Ownership Disclosure
   Sec. 2-8.1 of the County Code

8. Miami-Dade County Vendor Obligation to County
   Section 2-8.1 of the County Code

9. Miami-Dade County Code of Business Ethics
   Article 1, Section 2-8.1(1) 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

10. Miami-Dade County Family Leave
    Article V of Chapter 11 of the County Code

11. Miami-Dade County Disability Non-Discrimination
    Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95

12. Miami-Dade County Debarment Disclosure
    Section 10.38 of the County Code

    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 __________________________
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 __________________________

Print or Stamp of Notary Public __________________________
Serial Number __________________________
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

Page 2 of 3
Revised 2/11/11
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>
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<tr>
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<td></td>
<td></td>
<td></td>
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</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>
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<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 (Duplicate if additional space is needed) ________________________________

Print Title ________________________________ Date ________________________________

FORM 100
**Trade Categories**

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Industry</th>
<th>Cert No.</th>
<th>Busn.</th>
<th>Exp. Date</th>
<th>Contact</th>
<th>Address</th>
<th>Phone/Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Reporting Services</td>
<td>MIAMI-DADE COUNTY COURT REPORTERS, INC. *</td>
<td>96124</td>
<td>MICRO/SBE</td>
<td>04/30/2012</td>
<td>LORENA RAMOS</td>
<td>150 SE 2 Ave, Suite #1107 * Miami, FL 33131-0000</td>
<td>305-373-5600 / 305-373-5008</td>
</tr>
</tbody>
</table>

**Total # of Certified and Under Review Firms:** 1

* Firms that have timely submitted re-certification applications which are "Under Review" are listed in red. Firms listed in red with "Under Review" designation in the Expiration Date column have not received final approval. You may contact the firm or SBD for approval status.

*Firms with "Under Review" designations may request an expedited certification review by submitting documentation relative to their participation on an upcoming project. Contact SBD (305-375-2378) for more information.
Hi Vivian

Please review the attached Draft Bid for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. The funding sources are Various as are the user departments. My recommendation for the project would be a Bid Preference (over $50,000).

Thanks.

Pearl P. Bethel, Procurement Contracting Officer 1
Miami-Dade County Internal Services Department
111 NW 1st Street, Suite 1300, Miami, Florida 33128
305-375-2102 Phone  305-372-6128 Fax
http://www.miamidade.gov/dpm/

“Delivering Excellence Every Day”

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