

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

Rev 1

<input type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No: 09/10-04-0120
<input checked="" type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>					

LIVING WAGE APPLIES: \_\_\_ YES \_X\_ NO

Requisition/Project No: RQID1200092

TERM OF CONTRACT: 5 Years

Requisition/Project : Legal Research Services for Inmates

Description: The purpose of this solicitation is to establish a contract for the purchase of legal research services in conjunction with Miami-Dade County Correction and Rehabilitation Department's (MDCR) needs on an as needed when needed basis.

User Department(s): Corrections

Issuing Department: ISD-PMS

Estimated Cost: \$ 220,000.00

Contact Person: Martha Perez-Garviso

Phone: 305-375-3022

Funding Source: General Funds

**ANALYSIS**

Commodity/Service No: <u>961-50</u>		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
Contractor:	<u>BW8610-3/12-3</u>		
Small Business Enterprise:	<u>N/A</u>		
Contract Value:	<u>\$215,000.00</u>		
Comments:			
Continued on another page (s): ___ Yes ___ x ___ No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Martha Perez-Garviso

Date to: 06/19/2012

Date Returned to DPM: \_\_\_\_\_

**RECEIVED  
DEPT. BUSINESS DEV.  
2012 JUN 19 PM 4:21**



**BID NO.: DRAFT**

**OPENING: 2:00 P.M.**

**, 2012**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

Legal Research Services For Inmates

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

- BID DEPOSIT AND PERFORMANCE BOND: .....**
- CATALOGUE AND LISTS:.....**
- CERTIFICATE OF COMPETENCY: .....**
- EQUIPMENT LIST: .....**
- EXPEDITED PROCUREMENT PROGRAM (EPP): ....**
- INDEMNIFICATION/INSURANCE: .....**
- PRE-BID CONFERENCE/WALK-THRU:.....**
- SMALL BUSINESS ENTERPRISE MEASURE:..** See Sect. 2, Para. 2.2
- SAMPLES/INFORMATION SHEETS: .....**
- MDPHA SECTION 3: .....**
- SITE VISIT/AFFIDAVIT:.....**
- USER ACCESS PROGRAM:.....** See Sect. 2, Para. 2.21
- WRITTEN WARRANTY: .....**
- LIVING WAGE: .....**

**FOR INFORMATION CONTACT:**

Martha Perez-Garviso, 305-375-3022, mdperez@miamidade.gov

**IMPORTANT NOTICE TO BIDDERS:**

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

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number:**

**Bid Title:** Legal Research Services For Inmates

**Procurement Officer:** Martha Perez-Garviso, CPPB

**Bids will be accepted until 2:00 p.m. on \_\_\_\_\_, 2011**

**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.**

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

**1.1. DEFINITIONS**

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**ISD/PM** – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/ISD/PM](http://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. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
  3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
  4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
  5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
  6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
  7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
  8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
  9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
  10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
  11. **Subcontracting Practices**  
(Ordinance 97-35)
  12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
  13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
  14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
  15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
  16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
  17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
  18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. PUBLIC ENTITY CRIMES**  
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@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 accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

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

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

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

**G. Conflicts Within The Bid Solicitation**

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

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

**1.4. CANCELLATION OF BID SOLICITATION**

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

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

**1.5. AWARD OF BID SOLICITATION**

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

**1.6. CONTRACT EXTENSION**

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

**1.7. WARRANTY**

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

**1.8. ESTIMATED QUANTITIES**

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

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

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE**

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

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

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

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

**1.11. CONTINUATION OF WORK**

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

**1.12. BID PROTEST**

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

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

**1.13. LAWS AND REGULATIONS**

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

**1.14. LICENSES, PERMITS AND FEES**

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

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 87-35.

**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 employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

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

**1.20. COLLUSION**

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the

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

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

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

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

**1.24. FRAUD AND MISREPRESENTATION**

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

**1.25. ACCESS TO RECORDS**

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

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

**1.26 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 Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/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, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

**1.31 LOBBYIST CONTINGENCY FEES**

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

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

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

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

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

**2.1 PURPOSE:**

The purpose of this solicitation is to establish a contract for the purchase of legal research services in conjunction with Miami-Dade Correction and Rehabilitation Department's (MDCR). MDCR requires the services of a legal service provider to provide access to the courts by providing legal research for incarcerated inmates.

**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 Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process at the following website: <http://www.miamidade.gov/sba/business-certificate.asp>.

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

**2.3 PRE-BID CONFERENCE:**

Intentionally Omitted

**2.4 TERM OF CONTRACT: SIXTY (60) MONTHS**

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

**2.5 OPTION TO RENEW:**

Intentionally Omitted

**2.6 METHOD OF AWARD: TWO (2) VENDORS:**

Award of this contract will be made to a maximum of two (2) responsive, responsible Bidders that submit the lowest price for the item listed in this solicitation (see Section 4, Proposal Package, page 15).

While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the County will award this contract to the designated lowest vendor as the primary Bidder and will award this contract to the designated second lowest Bidder as the secondary Bidder. If the County exercises this right, the primary Bidder shall have the

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

responsibility to initially perform the service identified in this contract. If the primary Bidder fails to perform, it may be terminated for default, and the County shall have the option to seek the identified goods or services from the secondary vendor.

Award to multiple Bidders is made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations. Failure of any Bidder to perform as noted may result in the Bidder being deemed in breach of contract. The County may terminate the selected Bidder from the contract for default and charge the Bidder re-procurement costs, if applicable.

**2.6.1 MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS:**

Bidders must meet the minimum qualifications as stipulated herein. The County may, at its sole discretion and in its best interest, allow the Bidder (s) to provide the required documents during the bid evaluation period. Failure to provide the required documentation as specified by the County will result in the Bidder (s) proposal not being considered for contract award.

Bidders shall be regularly engaged in the business of providing legal research services for inmates. County facilities/ offices will not be utilized for providing services rendered by the selected Bidder. Bidders shall provide documentation with their bid submission that demonstrates their ability to satisfy the minimum qualification requirements.

The following are the minimal qualifications:

1. Bidder must have performed the services stipulated herein for a minimum of two years. A minimum of three references must be listed in the Bidder's Submittal Form (See Section 4) as proof of experience. The references listed must be customers for whom the Bidder has provided the services described in this solicitation prior to the bid opening date. The three references combined must serve of proof of experience for the past two years.

The references must include the customer's name, and the name, title, address and telephone number of the contact person, project start and end dates and brief description of work performed. These references shall be used to determine that the Bidder have sufficient experience and expertise in providing legal research services for inmates. The County, at its sole discretion, may request additional information in order to assess the Bidder's responsibility.

2. Bidder must provide the name of the licensed attorney that will review and approve research findings for comprehensiveness and legal sufficiency. Bidder must provide copy of State of Florida Bar License for attorney(s) performing under contract. In the event the selected Bidder wishes to substitute or replace licensed attorney, the selected Bidder must notify the County in writing, request written approval and provide copy of the State of Florida Bar License for attorney or the substitution/ replacement, at least ten (10) business days prior to effecting such substitution.

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

If the Bidder is awarded a contract under this solicitation, the price proposed by the Bidder shall remain fixed and firm during the term of contract. The selected Bidder shall perform

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

additional requirements as needed, at no additional cost to the County, as stipulated in Section 3, paragraph 3.3.

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

Intentionally Omitted

**2.9 EQUAL PRODUCT:**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES:**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE:**

Intentionally Omitted

**2.12 BID GUARANTY:**

Intentionally Omitted

**2.13 PERFORMANCE BOND:**

Intentionally Omitted

**2.14 CERTIFICATIONS:**

Intentionally Omitted

**2.15 METHOD OF PAYMENT: MONTHLY INVOICES**

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

All invoices shall contain the following basic information:

2.15.1 Selected Bidder Information:

1. The name of the business organization as specified on the contract between Miami-Dade County and vendor
2. Date of invoice
3. Invoice number
4. Selected Bidder 's Federal Identification Number on file with Miami-Dade County

2.15.2 County Information:

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

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

**2.15.3 Pricing Information:**

1. Itemized cost for all services provided
2. Extended total price of the goods, services or property
3. Applicable discounts

**2.15.4 Goods or Services Provided per Contract:**

1. Description
2. Quantity

**2.15.5 Delivery Information:**

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

NOTE: 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: Martha Perez-Garviso, at (305) 375-3022 email – [mdperez@miamidade.gov](mailto:mdperez@miamidade.gov).

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

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

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's participation in this joint purchase portion of the UAP, however, is voluntary. The Bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the selected 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 the selected Bidder fail 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.

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

**2.23 ADDITIONAL FACILITIES MAY BE ADDED OR DELETED:**

Although this solicitation and resultant contract identifies facilities to be serviced as specified in Section 3, Paragraph 3.5, it is hereby agreed and understood that any County department or agency facility may be added or deleted from this contract at the option of the County.

**The price offered for the facilities specified herein will be utilized for any additional facilities.**

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

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

**2.25 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**

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

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

**3.1 SCOPE OF SERVICES:**

The fundamental constitutional right of access to the courts requires prison authorities to assist inmates in the preparation and filing of meaningful legal documents by providing prisoners with adequate law libraries or adequate assistance from persons trained in the law. Miami-Dade Corrections and Rehabilitation (MDCR) requires the services of a legal service provider to provide access to the courts by providing legal research for incarcerated inmates.

Pursuant to Florida Model Jail Standards (2011) (9.09) regarding Pro se inmates are provided reasonable access to legal materials to assist them in filing any type of action cognized in Florida courts. Therefore, it is mandated that these services be afforded to the inmate population to allow legal research access on a continuous basis, to a population of over 6,000 inmates.

**3.2 SERVICE REQUIREMENTS:**

A) The following services are required of the selected Bidder :

1. Provide the MDCR with an original Legal Assistance Request form to be copied and used by inmates. This form will be two-sided and copies will be provided to the inmates by MDCR staff.

The front will be filled out by the inmate and the reverse side will contain instructions to help inmates complete the form (see Attachment A for sample forms previously utilized).

2. Upon receipt of the form, the selected Bidder shall process the request and respond with the information that best satisfies the request.
3. Selected Bidder shall perform legal research on an as-needed basis at the selected Bidder's location.
4. Selected Bidder must have a licensed attorney review and approve research findings for comprehensiveness and legal sufficiency, which must attest (approve and sign) to the legal sufficiency of all research findings provided to the County under this contract.
5. Responses shall be shipped by the selected Bidder, at the Bidder's expense, to the correctional facility (UPS, Fed Ex, U.S. Postal Services, etc.). MDCR staff will distribute the responses accordingly.
6. The selected Bidder shall submit a log to the County as to the services rendered to the County inmates. Report/ log must be provided when requested by the MDCR or any authorized County representative. The report/ log shall consist of the inmate name, inmate number, date of request, date research provided and number of pages for the research findings. The report/ log shall be submitted to the County, no later than fifteen (15) calendar days after written request to the selected Bidder. The selected Bidder shall maintain a log tracking all MDCR inmates legal request for accountability and billing.

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

B) The following services will be performed by the County:

1. Department Officers and/ or counselors in the housing units will advise inmates requesting law library access of the availability of services and provide the request form.
2. Completed request forms will be time-date stamped and then sent by facsimile to the Selected Bidder by a MDCR representative.
3. Inmates will be allowed to include up to three (3) items in each request (cases, statutes, packets, or any combination).

**3.3 ADDITIONAL RELATED SERVICES REQUIREMENTS (as needed):**

The selected Bidder shall perform additional requirements stated below, as needed, at no additional cost.

A. The selected Bidder shall comply with the following legal support/ requirements:

1. Selected Bidder's research findings must meet Federal requirements, State requirements, and the Florida Model Jail Standards.
2. Must provide offsite services (County will not allow use of facilities for selected Bidder to render services).
3. Maintain updated case law research.

B. Additional support on an as needed:

1. Must provide litigation support to MDCR, in the event of inmate grievances.
2. Shall respond to all inmate grievances regarding their research, shall appear in court, and/ or attend meetings with MDCR staff or inmate, as needed, to explain and support their research findings.
3. Must provide and maintain all court-related forms required for inmate court access.

**3.4 RESPONSE TIME:**

The selected Bidder must respond to each inmate with either the research findings pertaining to their Legal Assistance Request form or a letter within three (3) workdays, excluding weekends and County holidays, from the date the request is submitted to the Bidder.

Should the selected Bidder exceed the allotted response time, the Bidder shall then provide a letter to the inmate explaining the delayed response upon exceeding the 3 day period. The letter must also stipulate the date that the research findings will be provided to the inmate, not to exceed an additional 3 workdays. The letter may be sent to MDCR electronically or via fax to County staff as designated by MDCR.

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

The selected Bidder shall provide the legal research findings within the 3 day requirement for least 98% of the requests, for any one month period. Failure to meet this percentage for any given month may result in the selected Bidder being found in default of the contract, per Section 1, General Terms and Conditions, Paragraph 1.23, Termination for default.

**3.5 CORRECTIONAL FACILITIES REQUIRING SERVICES**

The following list of facilities, located throughout Miami-Dade County, contain inmates that require legal research services:

- 1) Pre-Trial Detention Center  
1321 NW 13 St.  
Miami, FL 33125
  
- 2) Turner Guilford Knight Center  
7000 NW 41 St.  
Miami, FL 33166
  
- 3) Women's Detention Center  
1401 NW 7 Ave.  
Miami, FL 33136
  
- 4) Metro West Detention Center  
13850 NW 41 St.  
Miami, FL 33178
  
- 5) Training & Treatment Center  
6950 NW 41 St.  
Miami, FL 33166

NOTE: Facilities house a combined average of 6,000 inmates on any given day combined.

SECTION 3  
TECHNICAL SPECIFICATIONS

ATTACHMENT A

SAMPLE FORMS

**MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT**  
Legal Information Request Form  
**Instructions**

To help us give you the information you are requesting, please do each of the following, printing in pencil as dark and clear as you can:

1. Print your name, booking/inmate number and housing clearly so that the information we send will get to you.
2. If you have a court date coming up, please write that date in the space headed "Next Court Date." We give PRIORITY to cases with court dates.
3. If you are certified by the court as having PRO SE status, that is you are representing yourself without a lawyer, please answer "yes" to that question on the form. We GIVE PRIORITY to requests submitted by inmates who are court certified as Pro Se.
4. You do not have to tell us what you are charged with if you choose not to. However, the more you tell us about your case or cases by filling in the blanks in the form that apply to you, the more helpful the information we provide to you will be. For example it helps us to know whether your case is FEDERAL (United States Government); STATE/COUNTY (Florida, or some other state); or an ADMINISTRATIVE LEGAL MATTER.
5. You may request 3 ITEMS PER MONTH on each form.

\* LRA will only provide the 3 items requested on this form.

6. In the information request blank lines at the bottom of the form you may ask for specific cases or State statutes, and/or general information about a topic that concerns you.

If you want a specific case, please provide as much information as you can such as case name, citation and year of decision. For example, Henderson vs. Crosby, 883 So.2d 847, (2004). CROSBY, 883 So.2d 847, (2004).

If you want to see a particular law or statute, you may ask for it by a specific reference such as Florida Statute Section 893.13, or by subject such as "Laws or Statute section about disturbing the peace."

If you want to read general information about a topic that concerns you, ask for information by naming the topic such as Probation violation, parole, appeals, divorce, child custody, etc.

7. PLEASE DO NOT WRITE ON THE MARGINS OR ON THIS SIDE OF THE FORM.

END OF INSTRUCTIONS.

SECTION 3  
TECHNICAL SPECIFICATIONS

MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT  
Legal Information Request Form

Facility: \_\_\_\_\_

Inmate Name: \_\_\_\_\_  
Last First Middle

Booking Inmate #: \_\_\_\_\_ Housing Unit: \_\_\_\_\_

Date: \_\_\_\_\_ Next Court Date: \_\_\_\_\_

Select Arresting Agency:

- Local Law Enforcement Agency
- Florida DOC
- Bureau of Prisons
- US Marshall
- ICE
- Other (specify): \_\_\_\_\_

Have you been sentenced?  Yes  No

Are you Court Certified Pro Se in your case?  Yes  No

Do you have a lawyer working for you on this case?  Yes  No

Presented by:  Public Defender  Court Appointed  Private

Are you working on a legal case that is active now?  Yes  No

What type of case is it? (Check all that apply):

- Federal
- Florida
- Administrative
- Criminal
- Civil
- Other (specify): \_\_\_\_\_

**What information do you want to receive: (You may request only 3 items per request form? LRA will only provide the 3 items requested on this form.)**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

FOR OFFICE USE ONLY

TRACKING #: \_\_\_\_\_ IND#: \_\_\_\_\_

Counselor \_\_\_\_\_ Date Accepted From Inmate \_\_\_\_\_

LRA Delivered to Inmate \_\_\_\_\_ Jail # \_\_\_\_\_ Cell \_\_\_\_\_ Date \_\_\_\_\_





**SECTION 4**  
**BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.**  
**, 2012**



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

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

Issued  
by: **MPG**

ISD/PM

Date Issued:

This Bid Submittal Consists of  
Pages **14** through **19**

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:**  
**Legal Research Services for Inmates**

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>961</b>	
Procurement Contracting Officer <b>M. Perez-Garviso</b>	

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

**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.**

SECTION 4  
 BID SUBMITTAL FOR:

Legal Research Services for Inmates

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

Award of this contract will be made to a maximum of two (2) responsive, responsible Bidders who submit the lowest price for the item listed below. Bidder must provide a per page, single sided, cost for the estimated number of research pages provided. Per page cost must include all costs incurred by the Bidder. No increases will be allowed due to additional costs incurred by the selected Bidder. Price must be fixed for the duration of the contract.

Item No.	Est. Qty.	Item Description	Unit Price (per single sided page)
1	350,000 pgs.	Legal Research Findings, per single sided page. Findings must be written in the following method: letter size paper (8 1/2 x 11), single spaced and Arial - 11 font.	\$ _____ /ea.

REQUIRED SUBMITTALS:		
ITB Section	Requirement	Initials
2.6.1.1	Bidder must have performed the services stipulated herein within the past two years. A minimum of three references must be listed below as proof of experience. The references listed must be customers for whom the bidder has provided the services described in this solicitation prior to the bid opening date of this solicitation.	
	1) Company Name: _____	
	Contact Person: _____	
	Title: _____	
	Address: _____	
	Phone Number: _____	
	Email: _____	
	Project Start Date: _____ End Date: _____	
	Work Description: _____	
	_____	
	_____	
	2) Company Name: _____	
	Contact Person: _____	
	Title: _____	
	Address: _____	
	Phone Number: _____	
	Email: _____	
	Project Start Date: _____ End Date: _____	
	Work Description: _____	
	_____	
	_____	

SECTION 4  
 BID SUBMITTAL FOR:

Legal Research Services for Inmates

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

3)	Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Phone Number: _____ Email: _____ Project Start Date: _____ End Date: _____ Work Description: _____ _____ _____	
2.6.1.2	Bidder must have a licensed attorney review and approve research findings for comprehensiveness and legal sufficiency. Bidder must submit copy of State of Florida Bar License for attorney(s) performing under contract. The selected Bidder must notify the County in writing and request approval for any change in attorney.	

SECTION 4  
BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

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

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

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

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

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

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

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

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

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

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

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

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

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



**Bid Title:**

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 295.187 of the Florida Statutes.

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

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

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

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



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

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_/\_-\_/ / / / / / /

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

Signature: \_\_\_\_\_ (Signature of authorized agent)

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



# **APPENDIX**

## **AFFIDAVITS** **FORMAL BIDS**





SUBCONTRACTOR/SUPPLIER LISTING  
(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.

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

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

Prime Contractor/Respondent's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_  
(Duplicate if additional space is needed) FORM 100