DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency

Previous Contract/Project No.
9627-0/17

☐ Re-Bid ☐ Other LIVING WAGE APPLIES. ☒ YES ☐ NO

Requisition No./Project No.: RQID1200104 TERM OF CONTRACT 2 YEAR(S) WITH NAYEAR(S) OTR

Requisition /Project Title: Bulk Industrial Crude Solar Salt

Description: To establish a contract to purchase and delivery of bulk industrial crude solar salt to Miami-Dade Water and Sewer Department wastewater facilities on an as-needed basis.

Issuing Department: ISD/PMS Contact Person: Herman Ramsey Phone: (305) 375-2851
Estimate Cost: $900,000
Funding Source: Proprietary Funds

ANALYSIS

Commodity Codes: 190-85, 190-36, 885, 885-70, 775, 775-63
Contract/Project History of previous purchases three (3) years
Check here x if this is a new contract/purchase with no previous history.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>EXISTING</th>
<th>2ND YEAR</th>
<th>3RD YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Enterprise:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Contract Value:</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Comments:

Continued on another page (s): ☐ YES x

RECOMMENDATIONS

SBE Set-aside Sub-contractor goal Bid preference Selection factor

Basis of recommendation:

Signed: Herman Ramsey

Date sent to SBD: 07/06/2012

Date returned to DPM: 2012 JUL 10 PM 2:20

Revised April 2005
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

BULK INDUSTRIAL CRUDE SOLAR SALT

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

INDEMNIFICATION/INSURANCE: See Section 2, Para 2.11
SMALL BUSINESS ENTERPRISE MEASURE: See Section 2, Para 2.2
SAMPLES/INFORMATION SHEETS: See Section 2, Para 2.6
USER ACCESS PROGRAM: See Section 2, Para 2.21

FOR INFORMATION CONTACT:
Herman Ramsey, hramsey@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 SERVICES DIVISION
MAY-ADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: Draft

Bid Title: Bulk Industrial Crude Solar

Procurement Contracting Officer: Herman Ramsey

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.

MAY-ADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES 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 his 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. 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 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, 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

The Bidder is recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th 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 Affidavit 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 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 R162-00 Amending R-385-95)

5. Miami-Dade County Debarment Disclosure Affidavit
   (Section 10.39 of the County Code)

6. Miami-Dade County Vendor Obligation to County
   Affidavit
   (Section 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit
   (Article 1, Section 2-8.1(b) and 2-11(b)(1) of the County Code through (5) and (6) of the County Code and County Ordinance No. 90-1 amending Section 2-11.1(e) of the County Code)

8. Miami-Dade County Family Leave Affidavit
   (Article V of Chapter 11 of the County Code)

9. Miami-Dade County Living Wage Affidavit
   (Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit
    (Article 9, 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

    Pursuant to Section 2-1076 of the County Code.

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

18. Antitrust Laws
    By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
C. PUBLIC ENTITY CRIMES
Pursuant to Section 287.332(2)(a) of the Florida Statutes, a person or official 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 2-11.11(f) of the County Code, all Bidders, solicitation, 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 requesting party’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, Suite 202, Miami, Florida 33128-1983 or email clerkscp@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 3:00 PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

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

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

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

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

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

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

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

D. The Bidder may be considered non-responsive if bids are conditionally modified, conditions, 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
MIAMI-DADE COUNTY

SECTION 1

GENERAL TERMS AND CONDITIONS

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 irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.

E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County Issued Local Business Tax Receipt.

F. Pursuant to County Code Section 2.8.1(g), the Bidder’s performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.

H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.

I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.

J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in this Bid Solicitation.

K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder’s guidance only: (a) estimates are based on the County’s anticipated needs and usage 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 described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

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

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; 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
SECTION 1
GENERAL TERMS AND CONDITIONS

expiration date of the current contract period shall, unless terminated
by mutual written agreement between the County and the successful
Bidders, 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 2-8.53 and 2-9.4 of the County Code, as amended, and as
established in Administrative Order No. 3-21.

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

1.14. LICENSES, PERMITS AND FEES
The awarded bidder(s) shall hold all licenses and/or certifications,
obtain and pay for all permits and/or inspections, and comply with all
laws, ordinances, regulations and building code requirements
applicable to the work required herein. Damages, penalties, and/or
fees 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. 1834-93, 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 employee(s) capable of performing the work
as required. The County may require the successful Bidder to remove
any employee deemed 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 employees, officers, agents and instrumentalities from any and
all liability, losses or damages, including attorney’s fees and costs of
defense, which the County or its employees, officers, 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 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. 2-8.11. 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 of
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.

- IV -

Revised 6/18/12
SECTION 1
GENERAL TERMS AND CONDITIONS

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 (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, 1) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, 2) in response to the CITT's disapproval, the County Commission reaffirms the award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, 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 CITT.

1.31 LOBBYIST CONTINGENCY FEES
A) In accordance with Section 2-11.06 of the Code of Miami-Dade County, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation 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.
2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and delivery of bulk industrial crude solar salt in tank trucks for Miami-Dade County, on an as-needed basis. This item is used for onsite generation of sodium hypochlorite (bleach).

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.

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.

2.2.1 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.

2.3 PRE BID CONFERENCE – INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: TWO (2) YEARS

The resultant 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 remain in effect for two (2) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the two (2) year period.

2.5 OPTION TO RENEW – INTENTIONALLY OMITTED
2.6 METHOD OF AWARD

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders for the item listed in this solicitation and who provides requested information listed throughout this solicitation. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this solicitation to the designated lowest bidder as the primary bidder and to the designated second lowest bidder as the secondary bidder respectively. The primary bidder shall have the initial responsibility of delivering the goods identified throughout this solicitation. 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 from the secondary bidder.

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 in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the bidder re-procurement costs, if applicable.

**Bidders Qualification** In order to be considered bidders shall provide the following:

a) Bidder shall be the product manufacturer, authorized distributor or re-seller.

**If the bidder is the manufacturer and/or authorized distributors:**

1) Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

**If the bidder is a Re-sellers shall provide:**

1) Provide a current letter (within the last 12 months from bid submission) from the manufacturer, authorizing the distributor to resell its' products. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

and

2) Provide a current letter (within the last 12 months from bid submission) from the authorized distributor, stating that the bidder is an authorized reseller. This letter must be signed and presented on the distributors' letterhead with the contact person name and phone number.

b) Bidder(s) shall provide American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) for onsite sodium hypochlorite generation and water softener systems – CAS 7647-14-5; American National Standards Institute/American Water Works Association B 200-07.

c) Bidder(s) shall provide the manufacturers and brand names as a standard for product quality; the bidder should submit a label indicating the specifications and ingredients for the product included in its offer.
The County at its sole discretion may request additional information in order to assess bidder responsibility. Failure to supply these documentations may result in the offer being deemed non-responsible.

SAMPLES

Bidders may be required to submit a sample for the goods to be supplied for evaluation at no cost to the County. If samples are required, the County will notify the bidders in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidders’ name, bid number, bid title, manufacturer’s name and brand name. If the bidders fail to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidders’ bid submittal for that product. All samples shall become the property of Miami-Dade County.

2.7 PRICES

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract’s initial effective date. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code 06790904 (as updated): Salt, Evaporated and Solar.

It is the bidder’s responsibility to request any price adjustment under this provision. For any adjustment to be considered, the bidder(s) request for adjustment should be submitted 90 days prior to expiration of the then current term.

Any adjustment received after (90) ninety days prior to the expiration of the then current term will not be considered. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional twelve-month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder, and/or to terminate the contract with the bidder based on such price adjustments. Adjustments to price may affect the primary secondary position.

The bidders’ price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the bidders will be disallowed.

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 INSURANCE REQUIREMENTS

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.

In addition to any specific State or Federal insurance requirements, the vendor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000 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 $1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

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

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.
Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The primary 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 successful bidders shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2, Paragraph 2.5 of the solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek reprocurement damages from the vendor in accordance with Section 1, Paragraph 1.22 of the solicitation.

2.12 BID GUARANTY – INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND – INTENTIONALLY OMITTED

2.14 CERTIFICATIONS – INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES

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

All invoices shall contain the following basic information:

I. Vendor Information:
   • The name of the business organization as specified on the contract between
Miami-Dade County and vendor

• Date of invoice
• Invoice number
• Vendor’s Federal Identification Number on file with Miami-Dade County

II. County Information:

• Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

• Unit price of the goods, services or property provided
• Extended total price of the goods, services or property
• Applicable discounts

IV. Goods or Services Provided per Contract:

• Description
• Quantity

V. Delivery Information:

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

VI. Scale Ticket

• The County has a dedicated State of Florida certified scale for solar salt. The net weight of each delivery as measured on that scale shall be the basis for payment.

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

Bidder(s) shall quote prices based on F.O.B. Destination (Freight shall be included in the proposed price, per Section 1, Paragraph 1.17) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County. The successful bidder shall be responsible for filing, processing, and collecting all damages claims against the shipper.

2.17 DELIVERY

Deliveries shall be made within two (2) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the
original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder(s) with any re-procurement costs. If the bidder(s) fail to honor these re-procurement costs, the County may terminate the contract for default.

**Delivery Location**
South District Wastewater Plant – Blackpoint
8950 SW 232nd Street
Miami, Florida 33170

Delivery shall be by pneumatic tanker truck only. An acceptable load shall be 20-25 tons. The complete truckload shall be discharged into the storage facility at the County designated location.

2.17.1 **SECURITY OF DELIVERIES**
Bidder(s) shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc., to any person, company or organization without the written permission of the County designee. The awarded vendor(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility.

2.17.2 **REQUIRED DOCUMENTATION**
Certificate of Analysis must accompany each load. The certificate shall denote:

1. Sodium Chloride percentage (%)
2. Moisture percentage (%)
3. Insolubles percentage (%)
4. Pour (loose) bulk density (%)

Please note that no haul backs will be allowed.

2.17.3 **PACKING SLIP / DELIVERY TICKET**
Bidder(s) shall enclose a complete packing slip or delivery ticket with any items delivered in conjunction with this bid solicitation. The packing slip / delivery ticket shall be made available to the County’s authorized representative during delivery. The packing slip / delivery ticket shall include, at a minimum, the following information: purchase order number; requisition number date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if authorized; the gross weight, TARE weight, and net weight of the vehicle.

2.17.4 **TESTING / NONCONFORMANCE OF PRODUCT**
During the evaluation phase and subsequent contract, samples may be randomly selected and tested for compliance / performance. If it is found that the products do not conform to the specifications in accordance with American National Standards Institute/American Water Works Association (ANSI/AWWA) B200-93, the County will notify the bidder of
nonconformance within ten (10) calendar days. Any costs for testing shall be borne by bidder. The county shall then require replacement of the item within 48 hours after notification.

2.18 BACK ORDER DELAYS

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the successful bidders are required to deliver all products to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the primary bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the products from secondary bidder, and charge the primary bidder for any re-procurement costs. If the primary bidder fails to honor these re-procurement costs, the County may terminate the contract with primary bidder for default.

2.19 WARRANTY REQUIREMENTS – INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, at email – hramsey@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP) 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.

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

Joint Purchase

Only those entities that have been approved by the County for participation in the County’s Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approve entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.
For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

**Vendor Compliance**
If a bidder fails to comply with this section, the 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 COMPLIANCE/REGULATIONS

#### 2.22.1 FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

#### 2.22.2 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24, of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Vendor through the Permitting, Environment and Regulatory Affairs (PERA) Department and their address is: Overtown Transit Village North, 701 NW 1st Court, Miami, FL 33136. Telephone (305) 372-6789.

#### 2.22.3 “RIGHT TO KNOW” REGULATIONS

The Federal “Right to Know” Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

#### 2.22.4 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property while providing services under this solicitation. All bidders performing services under this solicitation shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.
2.23 PURCHASE OF OTHER ITEMS

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like items. The County reserves the right to award these additional items to the bidder under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the bidder and the County.
3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase/delivery of bulk industrial crude solar salt. This item is used for onsite generation of sodium hypochlorite (bleach). Vendors are required to deliver the item in tanker truck loads to the County, on an as-needed basis.

3.2 SPECIFICATIONS

*Sodium Chloride (%)
Wet 96.3-98.9
Dry Basis 99.3-99.9

Calcium Sulfate (%) 0.05-0.3
Magnesium Chloride (%) 0.01-0.06
Calcium Chloride (%) 0.02-0.10
Magnesium Chloride (%) 0.01-0.02
Insolubles (%) 0.02-0.1
Moisture (%) 1.0-3.0
Heavy Metals as Lead (ppm) 1-7
Copper (ppm) 0.5-3
Iron (ppm) 2-20

*By difference of impurities and moisture (ASTM procedures) includes <0.1% Potassium Chloride

Physical Properties:

Pour (loose) bulk density of 1.0-1.4 g/ml (63-71 lbs./cu. ft.)

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<th>Percent Retained**</th>
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<td>.375&quot;</td>
<td>9.5</td>
<td>2-10</td>
</tr>
<tr>
<td>3</td>
<td>6.3</td>
<td>10-26</td>
</tr>
<tr>
<td>4</td>
<td>4.75</td>
<td>14-30</td>
</tr>
<tr>
<td>6</td>
<td>3.35</td>
<td>15-45</td>
</tr>
<tr>
<td>12</td>
<td>1.7</td>
<td>12-30</td>
</tr>
<tr>
<td>20</td>
<td>.85</td>
<td>4-16</td>
</tr>
<tr>
<td>Pan</td>
<td>---</td>
<td>1-14</td>
</tr>
</tbody>
</table>

** 25.4 millimeters per inch
***on individual sieves, dried salt
MIAMI-DADE COUNTY

SECTION 4 BID SUBMITTAL FORM
Bulk Industrial Crude Solar Salt

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

BID NO.: Draft

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

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED INMIAMI-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: hlr
Date Issued: 07/06/2012
This Bid Submittal Consists of Pages 12 through 16+Affidavits

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 on or before the above stated date and time; and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
Bulk Industrial Crude Solar Salt

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids.

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

DO NOT WRITE IN THIS SPACE

ACCEPTED _______ HIGHER THAN LOW _______
NON-RESPONSIVE _______ NON-RESPONSIBLE _______
DATE B.C.C. ___________ NO BID _______
ITEM NOS. ACCEPTED _______________________
COMMODITY CODE: 190-85, 885, 885-70, 190-36, 775, 775-63
Procurement Contracting Officer Herman Ramsey

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.
Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsible.

<table>
<thead>
<tr>
<th>QUALIFYING CRITERIA</th>
<th>IF THE BIDDER IS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Manufacturer authorization letter</td>
<td>The manufacturer and/or authorized distributor</td>
</tr>
<tr>
<td>ANSI/NSF Standard 60 Certification</td>
<td></td>
</tr>
<tr>
<td>Manufacture Information</td>
<td></td>
</tr>
<tr>
<td>Product Names</td>
<td></td>
</tr>
<tr>
<td>Copy of product label – indicating ingredients</td>
<td></td>
</tr>
<tr>
<td>Authorization letter from the authorized distributor allowing vendor to resell the indicated products</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Annual Quantity Per Pound</th>
<th>Unit Price Per Pound</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bulk Industrial Crude Solar Salt, as indicated in the technical specification</td>
<td>7,245,000</td>
<td>$</td>
</tr>
</tbody>
</table>
SECTION 4
BID SUBMITTAL FOR:

Bulk Industrial Crude Solar Salt

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

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

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ____________________________________________

AUTHORIZED SIGNATURE: ___________________________
DATE: __________

TITLE OF OFFICER: __________________________________
Bid Title: Bulk Industrial Crude Solar Salt

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 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?

☐ Yes ☐ No

- 15 -
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 BOUNDS THE PROPOSER TO THE TERMS OF ITS OFFER.
APPENDIX

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

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

### Affidavits and Legislation/Governing Body

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

2. **Miami-Dade County Employment Disclosure**  
   County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code

3. **Miami-Dade County Employment Drug-free Workplace Certification**  
   Section 2-8.12(b) of the County Code

4. **Miami-Dade County Disability Non-Discrimination**  
   Article 1, Section 2-6.1.5 Resolution R102-00 amending R-385-95

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

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

7. **Miami-Dade County Code of Business Ethics**  
   Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (7) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code

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

9. **Miami-Dade County Living Wage**  
   Section 2-8.9 of the County Code

10. **Miami-Dade County Domestic Leave and Reporting**  
    Article 8, Section 11A-60 11A-67 of the County Code

---

**Printed Name of Affiant**  
**Printed Title of Affiant**  
**Signature of Affiant**  
**Name of Firm**  
**Address of Firm**  
**State**  
**Zip Code**  
**Date**

**Notary Public Information**

Notary Public – State of  
County of  

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

by  

He or she is personally known to me  

or has produced identification

Type of identification produced

Signature of Notary Public  
Serial Number

Print or Stamp of Notary Public:  
Expiration Date  
Notary Public Seal

Page 1 of 3

Revised 2/11/11
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
**MIAMI-DADE COUNTY**

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

**BID NO.: Draft**

**Firm Name of Prime Contractor/Respondent**  
**Project/Contract Number**  
**FEIN #**

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

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

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
</tr>
<tr>
<td>M</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
</tr>
<tr>
<td>M</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| Gender | Race/Ethnicity |
| M | F | White | Black | Hispanic | Asian/Pacific Islander | Native American/Alaskan | Other |

<table>
<thead>
<tr>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
</tr>
<tr>
<td>M</td>
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</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
</tr>
<tr>
<td>M</td>
</tr>
</tbody>
</table>

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

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

**Signature of Bidder/Respondent**  
**Print Name**  
**Print Title**  
**Date**  
**SUB 100 Rev. 6/12**  
Revised 2/11/11
Good morning Vivian,

Attachments are DBD input document and draft solicitation for the above referenced acquisition. Please process and provide a response at your earliest convenience.

If you have any questions, contact me at (305) 375-2851.

Thank you.

Herman Ramsey
Herman Ramsey
Procurement Contracting Officer 1
Internal Services Department
Procurement Management Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128
Phone: (305) 375-2851
Fax: (305) 375-4407
E-Mail: hramsey@miamidade.gov.