



BID NO.: 9778-0/14

**OPENING: 2:00 P.M.
Wednesday
August 14, 2013**

MIAMI-DADE COUNTY, FLORIDA

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

**TITLE:
SYSTEM FURNITURE SERVICES**

FOR INFORMATION CONTACT:

Sherry Clentscale, at 305-375-2179, or via email at sclements@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **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: 9778-0/14

Bid Title: System Furniture Services

Procurement Officer: Sherry Clentscale, CPPB

Bids will be accepted until 2:00 p.m. on Wednesday, August 14, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

SYSTEM FURNITURE SERVICES

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-5.pdf>

SECTION 2
SPECIAL CONDITIONS

SYSTEM FURNITURE SERVICES

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for reconfiguration, modification, refurbishment, and moving services of System Furniture for various County Departments in conjunction with the County's needs on an as needed basis.

2.2 TERM OF CONTRACT: SIX (6) MONTHS

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

2.3 OPTION TO RENEW

Intentionally Omitted

2.4 METHOD OF AWARD: TO TWO (2) BIDDERS IN THE AGGREGATE BASED ON HOURLY RATE

Award of this contract will be made to the two (2) lowest priced responsive, responsible bidder(s) who provides a verifiable reference to demonstrate that they have experience in installing system furniture and who offers hourly labor rates for all job classifications listed in this solicitation. The bidder(s) to whom award will be made shall be selected by adding all of the regular hourly labor rates, or if so structured, by adding all of the job classification extended dollar values, into an aggregate total. If a bidder fails to submit an offer on all of the stated regular hourly labor rates listed in this solicitation, its overall offer shall be rejected. The lowest responsive, responsible bidder shall be designated as the primary vendor for all job classifications listed in this solicitation.

2.5 MINIMUM QUALIFICATION REQUIREMENTS

To be eligible for award, bidder(s) shall be capable of meeting the following minimum qualification requirements:

2.5.1 Transportation: Bidder(s) must provide proof of either lease or ownership of a 24 ft. truck by time of an awarded contract. The successful bidder(s) must be capable of providing a truck (vehicle) that is able to withstand exposure to weather without damage or loss of items being transported, and approximately 24 feet in length with a tailgate lift. The truck is anticipated to be used to transport material between the storage warehouse and the various work location(s). As evidence bidder(s) are required to provide either a copy of the lease agreement or the title of the truck with the bid submittal.

2.5.2 Powered Industrial Lift Truck Operator (Forklift) Certification: Bidder(s) must have at least one employee certified to operate a forklift in order to accept deliveries of furniture at Miami-Dade County facilities. As evidence Bidder(s) are to provide a copy of the name(s) of their employee(s) and their certification from the Occupational Safety and Health Administration (OSHA) with the bid submittal.

SECTION 2
SPECIAL CONDITIONS

SYSTEM FURNITURE SERVICES

2.5.3 Reference Letters: Bidder(s) shall provide evidence that the firm has been providing system furniture services requested in this solicitation for a period not less than one (1) year. As evidence bidders are required to provide at least three (3) letters of reference from their existing customers where services similar in scope have been completed. Reference letters are to be submitted on client's letterhead and must include the customer's company's name, email, and telephone number of the contact person who can verify that the bidder has successfully provided the services offered under this solicitation.

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award hearing to determine if the bidder possesses the requirements as outlined in the above paragraphs and is capable of performing the requirements outlined within this bid solicitation. The County may consider past performance (experience) with the County or any other governmental entity in making the award.

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

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.7 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICES RENDERED

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

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 Contract Number
- 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

SECTION 2
SPECIAL CONDITIONS

SYSTEM FURNITURE SERVICES

- Applicable discounts
- IV. Goods or Services Provided per Contract:
 - Description
 - Quantity
- V. Delivery Information:
 - Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
 - Failure to submit invoices in the prescribed manner will delay payment.

2.8 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Sherry Clentscale, at (305) 375-2179, or via email – sclements@miamidade.gov.

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

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

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

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

SECTION 2
SPECIAL CONDITIONS

SYSTEM FURNITURE SERVICES

County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

2.10 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.11 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.12 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

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

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

SECTION 3
TECHNICAL SPECIFICATIONS

SYSTEM FURNITURE SERVICES

3.1 SCOPE

The purpose of this solicitation is to establish a contract for reconfiguration, modification, refurbishment, and moving of system furniture for the Internal Services Department, Design and Construction on an as needed basis. Successful bidders will provide supervision and labor services to accomplish the refurbishment, modification, and installation of systems furniture and associated furnishings, inclusive of corrective services, and systematic maintenance.

3.2 SYSTEMS FURNITURE DEFINITION

Systems furniture comprises of an electrical system capable of distributing electrical service to several workstations from a central feed point. The electrical system usually has a minimum capacity of three 20-amp circuits. The system provides access to electrical power through receptacles located in the panel raceway, located on the bottom, middle or top of the system. The system may include desk height or desk mounted receptacles. All electrical components are UL listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standards.

3.3 BACKGROUND

The systems furniture referred to encompass the entire system which includes electrical components – raceways, terminal blocks, jumpers, in-feeds, outlets, etc., as well as the panels, connectors, posts, top caps, trim, overhead cabinets, work surfaces, task lights and pedestals to name a few parts of the whole. There are approximately eight thousand (8,000+) existing work stations located throughout Miami-Dade County.

The existing manufacturers for systems furniture used throughout the County include but is not limited to: Steelcase, Knoll, Haworth, Herman Miller, Inscape, Kimball, Teknion, American Seating, Camilo, Ki, Global, and Allsteel.

The existing manufacturers for Terminal Seating used throughout the Miami-Dade Aviation and Seaport departments include but not limited to: KI, PHC Ind. and Zenky Beam seating by Zoeflig.

3.4 STANDARD SERVICE REQUIREMENTS

- a. All work performed shall conform to the appropriate system furniture manufacturer's published installation standards. The awarded bidders(s) shall insure that the work performed by its employees will not void any manufacturers' existing warranties.
- b. The awarded bidders(s) shall comply with all rules, regulations and procedures established by Internal Services Department (ISD) Facilities and Utilities Management Division or other County Departments with regard to elevators, loading docks, protective equipment and the like, to insure the orderly and safe delivery of materials.
- c. The awarded bidders(s) employees shall wear a uniform or other identifiable form of dress and shall maintain a clean appearance while performing service.

SECTION 3
TECHNICAL SPECIFICATIONS

SYSTEM FURNITURE SERVICES

- d. The awarded bidders(s) foreman and key personnel must carry with them a telephone or other communication device allowing the county project manager to contact and dispatch personnel during the normal work day at the vendor's expense.
- e. Awarded bidder(s) must have a truck readily available for use within a 24 hour notification and for at least eight (8) hours a day. Use of the truck will be required to move furniture between County facilities in addition to moving furniture between the designated warehouses.
- f. Systems furniture installers must be able to reconfigure, move, connect, disconnect and address all of the systems furniture power and electrical component requirements of systems furniture and have the proper training, qualifications or certifications from the systems furniture manufacturers to do so.

3.5 SERVICES TO BE PROVIDED

The awarded bidder(s) shall be required to perform maintenance services, reconfiguration, modifications or adding systems furniture, furnishings, fixtures and equipment as follows:

A. Pre-Design Review and Analysis

- i. Awarded bidders(s) will assist the County to establish and maintain a complete system furniture inventory as required to perform the requested modifications. This may include review and analysis of existing as-built drawings, bills of lading, and field surveys.
- ii. Review existing layouts and/or proposed changes.
- iii. Perform data collection of any information required to perform needed services.

B. Planning Services

- i. Awarded bidders(s) shall be familiar with existing building conditions and installed system furniture, fixtures and equipment to maximize re-use of existing material and utility locations.
- ii. Assist the County to prepare system furniture, fixtures and equipment layout plans and coordinate detailed bills of lading identifying existing and/or additional systems furniture material, required to implement layouts. Awarded bidders(s) shall prepare final detailed furniture layout and assembly.
- iii. Prepare and submit estimates of labor for reconfiguration when requested.
- iv. Obtain written approval of design layout(s) as directed by the authorized County Project Manager. County project manager's task may include: administration of service requests, scheduling of work, and truck or crew. County project manager's will be overseeing all work (rather than doing actual installations) and responsible for maintaining an actual furniture inventory of the County's furniture warehouse.

SECTION 3
TECHNICAL SPECIFICATIONS

SYSTEM FURNITURE SERVICES

C. Receiving and Field Installation Services

- i. When requested, receive and forward bills of material for furniture to the authorized County Project Manager, unload and inventory material stored in the County's warehouse.
- ii. Deliver materials during normal work hours, unless otherwise directed in writing by the County.
- iii. Communicate status of work orders at end of each month to designated County authorities.
- iv. Have one foreman and if necessary a minimum of two installers available on a daily basis.
- v. Disassemble, relocate, install and compute for inventory control existing and/or new material in accordance with approved layouts.
- vi. Return to inventory any material not utilized by the County after a reconfiguration (work completion).
- vii. Reconfiguration of carpet tiles as authorized by County.
- viii. Assist County personnel in the movement of equipment, files, boxes and other items as may be required during the reconfiguration of departmental space.
- ix. Report damaged material and/or missing parts.
- x. Provide a weather proof Truck (vehicle) approximately 24 feet in length with a tailgate lift. Truck to be used to transport material between the storage warehouse and the work location(s).
- xi. Move non-systems furniture, fixtures and equipment when required
- xii. Move office contents & boxes when required.

3.6 DESCRIPTION OF DUTIES FOR SERVICE PROVIDERS

1. **Installation Foreman:** Duties to include but not limited to supervising the Installation crew, give directive to installers of services to be rendered. Possesses certifications from various furniture manufacturers. Attends scheduled meetings and oversees work performed by installers. Prepares all paperwork and invoices.
2. **Installer:** Performs various installation services throughout the County and must have ability to read installation / floor plans. Must be certified to operate a forklift, and truck.
3. **Helper:** Duties to include but not limited to aiding installer by providing help during reconfiguration/installation services and must be familiar with furniture products.
4. **Truck Driver/Truck Service:** Truck driver must be certified to drive truck and assist the installation crew when needed.

SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: _____

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

OPENING: 2:00 P.M.
Wednesday
August 14, 2013



**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: **Sherry Clentscale** ISD/PM Date Issued: **8/7/13** This Bid Submittal Consists of Pages **9** through **15**

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:
SYSTEM FURNITURE SERVICES

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

A Performance Bond in the amount of **N/A** 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: 425-55, 425-94	
Procurement Contracting Officer: Sherry Clentscale	

FIRM NAME _____

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

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

**SECTION 4
 BID SUBMITTAL FOR:
 SYSTEM FURNITURE SERVICES**

FIRM NAME: _____

1.) PRICING

In accordance with Section 3.0 "Technical Specifications", bidders are to provide hourly prices for all items listed below to be evaluated for award.

STANDARD HOURLY RATES (Monday – Friday 8:00am – 5:00pm)

ITEM	DESCRIPTION	SEMI-ANNUAL ESTIMATED HOURS	UNIT PRICE PER HOUR
1	Installation Foreman As specified in Section 3.6	1,500	\$ _____
2	Installer As specified in Section 3.6	4,500	\$ _____
3	Helper As specified in Section 3.6	1,500	\$ _____
4	Truck Driver/ Truck Service As specified in Section 3.6	1000	\$ _____

AFTER HOUR / WEEKEND RATES (Monday – Friday (5:01 pm – 7:59am), Saturday, Sunday)

ITEM	DESCRIPTION	SEMI-ANNUAL ESTIMATED HOURS	UNIT PRICE PER HOUR
5	Installation Foreman As specified in Section 3.6	150	\$ _____
6	Installer As specified in Section 3.6	150	\$ _____
7	Helper As specified in Section 3.6	150	\$ _____
8	Truck Driver/Truck Service As specified in Section 3.6	100	\$ _____

ALL HOURS STATED ABOVE ARE ESTIMATES ONLY AND IS NOT A GUARANTEE OR COMMITMENT TO THE VENDOR OF ACTUAL HOURS TO BE USED.

SECTION 4
BID SUBMITTAL FOR:
SYSTEM FURNITURE SERVICES

FIRM NAME: _____

OPTIONAL SERVICES:

ITEM	DESCRIPTION	SEMI-ANNUAL ESTIMATED HOURS	UNIT PRICE PER HOUR
1	Mini Van Services	500	\$ _____

2.) VENDOR CONTACT INFORMATION

Primary Contact Person: _____ *Phone No.:* _____ *E-mail Address:* _____

Secondary Contact Person: _____ *Phone No.:* _____ *E-mail Address:* _____

3.) CLIENT REFERENCE INFORMATION

Client Reference #1
Company Name:
Contact Name:
Contact Title:
Contact Address:
Contact Telephone Number:
Contact E-mail Address:
Number of Years as Vendor:
Systems Furniture Manufacturer(s) Serviced:
Client Reference #2
Company Name:
Contact Name:
Contact Title:
Contact Address:

SECTION 4
BID SUBMITTAL FOR:
SYSTEM FURNITURE SERVICES

FIRM NAME: _____

Contact Telephone Address:
Contact E-Mail Address:
Number of Years as Vendor:
Systems Furniture Manufacturer(s) Serviced:
Client Reference #3
Company Name:
Contact Name:
Contact Title:
Contact Address:
Contact Telephone Address:
Contact E-Mail Address:
Number of Years as Vendor:
Systems Furniture Manufacturer(s) Serviced:

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SECTION 4
BID SUBMITTAL FOR:
SYSTEM FURNITURE SERVICES
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW 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: SYSTEM FURNITURE SERVICES

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



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 1.35 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

