DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION
Sustainability, Planning & Economic Enhancement Department
Small Business Development Division

☐ New contract ☐ OTR ☐ CO ☐ SS ☐ BW ☐ Emergency

X Re-Bid ☐ Other

LIVING WAGE APPLIES: YES ☐ NO

Requisition/Project No: RQID1400042

Term of Contract: 1 Year

☐ 4 Options-to-renew

Requisition/Project Title: Acoustic Ceiling Tiles, Parts & Accessories

Description: This contract is to purchase the materials used for suspended (or 'dropped') ceilings installed in all Miami-Dade County buildings. In addition to new installations, inventory must be maintained for replacement of damaged and/or reconfigured ceilings. There will be no services required under this contract.

User Department(s): Various
Issuing Department: Procurement
Contact Person: Denis Chung
Phone: 305-375-3904

Estimated Cost: $120,000/year
Funding Source:

ANALYSIS

Commodity/Service No: 910-01

Trade/Commodity/Service Opportunities

| CONTRACT/PROJECT HISTORY OF PREVIOUS PURCHASES FOR PREVIOUS THREE (3) YEARS |
| Check Here ☐ ☐ ☐ If this is a New Contract/Purchase with no Previous History |

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>EXISTING</th>
<th>2ND YEAR</th>
<th>3RD YEAR</th>
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<tbody>
<tr>
<td>Small Business Enterprise:</td>
<td>$117,000</td>
<td>$118,000</td>
<td>$157,000</td>
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</table>

Comments:

Continued on another page(s): Yes ☐ No ☐

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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<tbody>
<tr>
<td>%</td>
<td>%</td>
<td>%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Basis of Recommendation:

Signed: D. Chung
Date to SPEED-SBD: 1/27/2014
Date Returned to ISD-PM: __________________________

Page 1 of 1 1/27/2014
IQ8990-DRAFT

INVITATION TO QUOTE
INTERNAL SERVICES DEPARTMENT
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1974

QUOTATION No: IQ 8990-DRAFT DUE DATE: 2014 TIME: 5:00 PM

TITLE: Acoustic Ceiling Tiles, Parts & Accessories

CONTACT: Denis Chung PHONE: 305-375-3904 FAX: 305-375-4407 E-mail: hcdc@miamidade.gov

The ‘Cone of Silence’ is applicable to this Invitation to Quote. Requests for additional information or clarification shall be made in writing to the contact person identified on this solicitation. A copy of the request must also be filed with the Clerk of the Board to: CLERKBCC@miamidade.gov

1. PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of acoustic ceiling tiles, related parts and accessories, for all Miami-Dade County Departments.

2. GENERAL TERMS AND CONDITIONS

All general terms and conditions of Miami-Dade County Procurement Contracts for ‘Invitations to Bid/Quote’ can be viewed on the following site:


Persons and Companies that receive an award through Miami-Dade County’s competitive procurement process, must anticipate the inclusion of these requirements in the resultant Contract where applicable. These standard general terms and conditions are considered non-negotiable and subject to the County’s final approval.

3. TERM OF CONTRACT:

The initial contract term shall be one (1) year, commencing on the first calendar day of the month following approval of the contract by the Board of County Commissioners or designee, unless otherwise stipulated in the ‘Notice of Award Letter’ distributed by the County’s Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the one year period.

4. OPTION TO RENEW:

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) years period on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Bureau of Labor Statistics, All Items Less Medical Care, Miami-Florida Lauderdale Area.

It is the vendor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor’s request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) 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 term(s) based on the downward movement of the applicable index.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the bidder decline the County’s right to exercise the option period, the County will consider the bidder in default, which decision may impact that bidder’s eligibility for future contracts.

IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.
5. **METHOD OF AWARD:**

Award will be made to the three responsive and responsible bidders who submit the lowest price in the aggregate on all items. The lowest priced bidder shall be designated as the primary, the second lowest as the secondary, and the third lowest as the tertiary bidder respectively.

While the award will be made to multiple bidders to assure availability, the lowest priced bidder shall have the primary responsibility to perform under this contract. 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 contract for default and charge the bidder re-procurement costs, if applicable.

6. **PRICES:**

The prices proposed by an awarded bidder shall remain fixed for each twelve month period, as defined by the effective and expiration dates of the contract term. Prior to completion of each twelve month period, the County may consider an adjustment to increase or decrease prices based on changes in the following pricing index: **Bureau of Labor Statistics, Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Fl Lauderdale Area.**

It is the bidder’s responsibility to request a price adjustment no less than ninety (90) days prior to the end of each twelve month period. Any request for an increase must be clearly substantiated by the bidder. If no adjustment request is received, the County will assume the bidder has agreed to the optional term being exercised without a price adjustment.

It should be noted that such an adjustment may affect a bidder’s designation status as primary, secondary or tertiary respectively. It should be further understood that the County reserves the right to reject any price adjustment request and/or terminate the contract based on such price adjustments.

7. **PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION:**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. The County reserves the right to award these similar items to the primary, secondary or tertiary contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

8. **QUESTION DEADLINE:**

Questions regarding this solicitation must be received no later than 5:00 P.M. __________, 2014, and should specifically reference the section of the solicitation being questioned.

9. **SCOPE:**

Furnish acoustical ceiling tiles, related parts and accessories manufactured to meet the requirements of this solicitation in accordance with ASTM-E-1264 [Federal Specifications SS-118b]

10. **LIST OF ITEMS:**

The following is a list of items that the County may purchase under the contract resultant from this solicitation. This list is neither exclusive nor complete. The County reserves the right to delete and add items as it deems in its best interests, and will be purchased in assorted sizes.

- Natural Fissured Tile
- Sanserra
- Cirrus Tile
- Mainboard Fissured Tile
- Cortega Tile
- Gray Deep Textured Celotone
- Glacier White Shadowing

**Grid Systems**

- Mars Climaplus SLT
- Main Tee
- Cross Tee
- Wall Molding
- Hanger Wires
11. PRODUCT INFORMATION:

If required, bidders will be asked to provide the following in order for the County to evaluate the products offered.

- **X**: Product Information Sheets
- **X**: Product labels
- **X**: Samples

Bidders offering products that meet the listed specifications will be considered by the County in accordance with the Bid Submission Form. Product information sheets must contain details such as factory specifications, standard manufacturer information sheets, and may include catalogues, and/or brochures. Bidders may also be asked to provide two (2) copies of performance test results of the items offered. All supporting documentation submitted by the bidder must in total meet the required specifications set forth in this solicitation.

12. DELIVERY:

The vendor shall make deliveries within ten (10) 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 vendor(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 vendor. In these cases, the vendor 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 vendor(s) to whom the contract 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 vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.
### 13. PRICE SUBMITTAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Brand</th>
<th>Unit of Measure</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Natural Fissured Tile 12&quot; x 12&quot; x 5/8&quot; Beveled edge</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Natural Fissured Angled Tegular Tile ; 5/16&quot;</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Natural Fissured 12&quot; x 12&quot; x 5/8&quot; Square Edge</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Sanserra 12&quot; x 12&quot; x 5/8&quot; Square Cut</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Cirrus Tile &amp; Lay In, Beveled Tegular ; 7/16&quot;</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
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<tr>
<td>6</td>
<td>Sanserra Tile, Angled Tegular ; 7/16&quot;</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Mainboard Fissured Tile, Square In-Lay ; 13/16&quot;</td>
<td></td>
<td>Each</td>
<td>500</td>
<td>$</td>
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<tr>
<td>8</td>
<td>Fissured Fireguard, Square In-Lay ; 13/16&quot;</td>
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<tr>
<td>9</td>
<td>Cortega Tile, Square In-Lay ; 13/16&quot;</td>
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<td>11</td>
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<td>12</td>
<td>Beveled Tegular (Platinum)</td>
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<td>13</td>
<td>Glacier White Shadowing</td>
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<td>14</td>
<td>Mars Climaplus SLT, Beveled Edge</td>
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<td>15</td>
<td>Main Tee, 12&quot;, White</td>
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<td>Each</td>
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<tr>
<td>16</td>
<td>Main Tee (Fire Rated) 12&quot;, White or Silver</td>
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<td>Each</td>
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<td>$</td>
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<tr>
<td>17</td>
<td>Cross Tee, 2&quot;, White</td>
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<td>Each</td>
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<tr>
<td>18</td>
<td>Cross Tee (Fire Rated) 2&quot;, White or Silver</td>
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<td>19</td>
<td>Cross Tee (Fire Rated) 4&quot;, White or Silver</td>
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<td>20</td>
<td>Wall Molding, 12&quot;, White</td>
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<tr>
<td>21</td>
<td>Wall Molding, 10&quot;, White or Silver</td>
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<td>22</td>
<td>Hanger Wire</td>
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<td>Roll</td>
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</tbody>
</table>

**TOTAL (Items 1-22):**

Quantities shown are an estimated annual average, and not intended as a guarantee of usage.

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**INSTRUCTIONS TO BIDDERS**

1. **NO SEALED QUOTE REQUIRED.** Bidders may submit their written quotation by:
   - E-mail to the officer identified on the front of this solicitation (hcdc@miamidade.gov)
   - Mail or deliver in person:
     Miami-Dade County
     Procurement Management Services
     111 NW 1st Street, Suite 1300
     Miami, Florida 33128-1974
     Attention: Denis Chung

2. **QUOTES RECEIVED AFTER THE DATE AND TIME SPECIFIED MAY NOT BE ACCEPTED.**

3. Prior to the closing date, requests for additional information or clarification must be made in writing to the person identified on the front of this solicitation. The County will issue additional information by written addenda. It is the bidder's responsibility to assure receipt of all such addenda. [See Item No. 8 of this solicitation]
TITLE: Acoustic Ceiling Tiles, Parts & Accessories

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 prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business locally headquartered within the limits of Miami-Dade County (or Broward County in accordance with the inter-local 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 bidder 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 the original 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 bidder ineligible for the LHP.

The address of the locally-headquartered office is ____________________________

IRAN/SUDAN SCRUTINIZED COMPANIES: 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 297.135 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 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.

Addenda Received: ☐ Yes ☐ No If yes, please indicate the number of addenda received: ______

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a minimum of one hundred and twenty (120) days from due date of quotation. If awarded a purchase order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract.

FAILURE TO COMPLETE AND SIGN THIS FORM RENDERS YOUR QUOTE NON-RESPONSIVE AND INELIGIBLE FOR AWARD

Authorized Signature: ____________________________ Title: ____________________________

Print/Type Name: ____________________________ Phone: ____________________________

E-mail: ____________________________ Fax: ____________________________

Firm Name: ____________________________ F.E.I.N. No.: ____________________________

Address: ____________________________ City: ____________________________ State: ____________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. 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.

Do you accept purchasing credit cards? YES____ NO____
# Affirmation of Business Entity Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, bidders are required to complete a new Bidder Registration Package, including a Uniform Affidavit Packet (Affidavits Form), before they can be awarded a contract. The undersigned affirms that the Affidavit form submitted with the Bidder 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>
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<tbody>
<tr>
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## Affidavits and Legislation/ Governing Body

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<thead>
<tr>
<th>No.</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Miami-Dade County Ownership Disclosure</td>
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<tr>
<td></td>
<td>Sec. 2-8.1 of the County Code</td>
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<tr>
<td>2.</td>
<td>Miami-Dade County Employment Disclosure</td>
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<tr>
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<td>County Ordinance No. 90-133, amending Section 2-8.1(3)(2) of the County Code</td>
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<td>3.</td>
<td>Miami-Dade Employment Drug-free Workplace Certification</td>
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<td></td>
<td>Section 2-8.1.2(b) of the County Code</td>
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<td>4.</td>
<td>Miami-Dade Disability Non-Discrimination</td>
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<td>Article 1, Section 2-8.15 (AA) Resolution R182-00 amending R-385-95</td>
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<tr>
<td>5.</td>
<td>Miami-Dade County Debarment Disclosure</td>
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<td>Section 10.38 of the County Code</td>
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<tr>
<td>6.</td>
<td>Miami-Dade County Obligation to County</td>
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<td></td>
<td>Section 2-8.1 of the County Code</td>
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<tr>
<td>7.</td>
<td>Miami-Dade County Code of Business Ethics</td>
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<td></td>
<td>Article 1, Section 2-8.1(b) and 2-11(b)(1) of the County Code through (d) and (g) of the County Code</td>
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<tr>
<td>8.</td>
<td>Family Leave</td>
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<tr>
<td></td>
<td>Article V of Chapter 11 of the County Code</td>
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<tr>
<td>9.</td>
<td>Living Wage</td>
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<td></td>
<td>Section 2-8.9 of the County Code</td>
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<tr>
<td>10.</td>
<td>Domestic Leave and Reporting</td>
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<tr>
<td></td>
<td>Article 8, Section 11A-60 11A-67 of the County Code</td>
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</tr>
</tbody>
</table>

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Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

State

Address of Firm

Zip Code

Notary Public Information

Notary Public – State of ______________________________ County of ______________________________

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

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

Type of Identification produced _______________________________________________________________

[Signature of Notary Public]

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

6
Good afternoon Vivian,

Kindly review and advise.

Contact me should there be any questions or concerns.

Thank you,

D. Chung, CPPB
Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1st Street, 13th Floor
Miami, FL 33128
PH: (Main) 305-375-5289
PH: (Direct) 305-375-3904
FX: 305-375-4407
www.miamidade.gov/dpm