

SECTION 2 – SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a pool of pre-qualified Bidders capable of providing the County with ID cards, printers, supplies and accessories. Entry into the pre-qualification pool is not a contract between Miami-Dade County and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. The pool will remain open for the term of the RTQ, enabling Bidders to qualify at any time after the initial RTQ submission opening date.

DEFINITIONS

Submittal – shall refer to the form submitted in response to this Request to Qualify.

Submitter – shall refer to anyone responding to this Request to Qualify.

RFQ – Request for quotation

2.2 TERM

The pre-qualification pool will begin on the first calendar day of the month succeeding approval 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 Services Division, and contingent upon the completion and submittal of all required RFQ documents. The pre-qualification pool shall expire on the last day of the last month of the eight (8) year period.

2.3 QUALIFICATION CRITERIA

Submitters shall submit all of the qualifying documents with their submittal form. However, the County may, at its sole discretion and in its best interests, allow Submitters to supplement documents in order to satisfy the prequalification criteria. It shall be the sole prerogative of the County to determine the number of Submitters that will be included under the pool.

2.3.1 Bidders shall maintain office staff who are authorized to discuss matters pertaining to the quoted items, who are cognizant of the industry and industry standards. Bidders shall provide the following information in the bid submittal form:

Name of contact

Company's main phone number

Company's facsimile

Contact phone number if different from company's phone number

E-mail address and cellular number (if applicable) for Primary (required)

Secondary (optional) staff within your company who will be responsible for providing a response to spot market quotes issued by Miami-Dade County.

These services shall typically be required Monday through Friday within the business hours of 8:00 A.M. and 5:00 P.M. (Eastern Standard Time).

2.4 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

: Product Information Sheets

: Product Samples Upon Specific Request

If an “equal” product may be considered by the County in accordance with the Bid Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation.

Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

2.4.1 Bidders may be required to submit upon request a sample of the product(s) that they propose to furnish for evaluation by and at no cost to the County. If samples are required, the County will notify the Bidder of such in writing and will specify the deadline for submission of the samples. Failure to meet this requirement may result in your offer being rejected.

2.4.2 The County will be sole judge of equality, based on the best interests of the County, and its decision in this regard will be final. Items labeled “No Substitute” on the County’s Bid Submission Form are the only products that will be accepted under this solicitation.

2.5 BACK ORDERS MUST BE FILLED WITHIN (10) CALENDAR DAYS

If the Bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the bidder's manufacturer or distributor; the bidder shall insure that such back orders are filled within ten calendar days from the initial scheduled delivery date for the item. The bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and charge the incumbent bidder under this contract for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.6 DELIVERY REQUIREMENTS

Bidder shall make deliveries within the number of days specified in the RFQ. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the Bidder; 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 a Bidder, to whom a contract is awarded, fail to deliver within the time period specified in the purchase order or after any negotiated delivery date has lapsed, the County reserves the right to cancel the order. If the order is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge that Bidder with any re-procurement costs; the County may terminate the Bidder from the pre-qualification pool for default.

Certain County employees may be authorized in writing to pick-up materials under this pool document. Bidders shall require presentation of this written authorization and shall maintain a copy of the authorization. If the Bidder is in doubt about any aspect of material pick-up, Bidder shall contact the appropriate user department to confirm the authorization.

2.7 PACKING SLIP/DELIVERY TICKET

Bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip/ delivery ticket shall be attached to the shipping carton(s) which contain the items and 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; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.8 ACCEPTANCE OF PRODUCT BY THE COUNTY

The products to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a Bidder-provided product is determined to not meet the

specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item(s) will be returned to the Bidder at Bidder's expense. At the County's own option, the Bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.9 EXEMPTION TO CERTAIN CLAUSES

The following clauses are not applicable to this RTQ as well as subsequent RFQ issued to pre-qualified Bidders:

Section 1, Paragraph 1.22 Insurance Requirements.

Section 1, Paragraph 1.31, Health Insurance Portability and Accountability Act (HIPPA).

Section 1, Paragraph 1.32, Charter County Transit System Sales Surtax

Section 1, Paragraph 1.46, Specialty Security Requirements at Miami-Dade Aviation, Water and Sewer, Transit and Seaport Departments.

RFQs issued off this RTQ may be done by federally funded agencies, including Public Housing and Community Development Department. As federally funded agencies, certain clauses within this request to qualify will not apply to subsequent RFQs:

Section 1, Paragraph 1.11 (Local Preferences), Section 1, Paragraph 1.28 (Office of the Inspector General Fee), Section 1, Paragraph 1.36 (County User Access Program-UAP), Section 1, Paragraph 1.44 (Small Business Contract Measures), Section 1, Paragraph 1.45 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).

2.10 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING:

Since the goods, services, that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that *Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code*, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

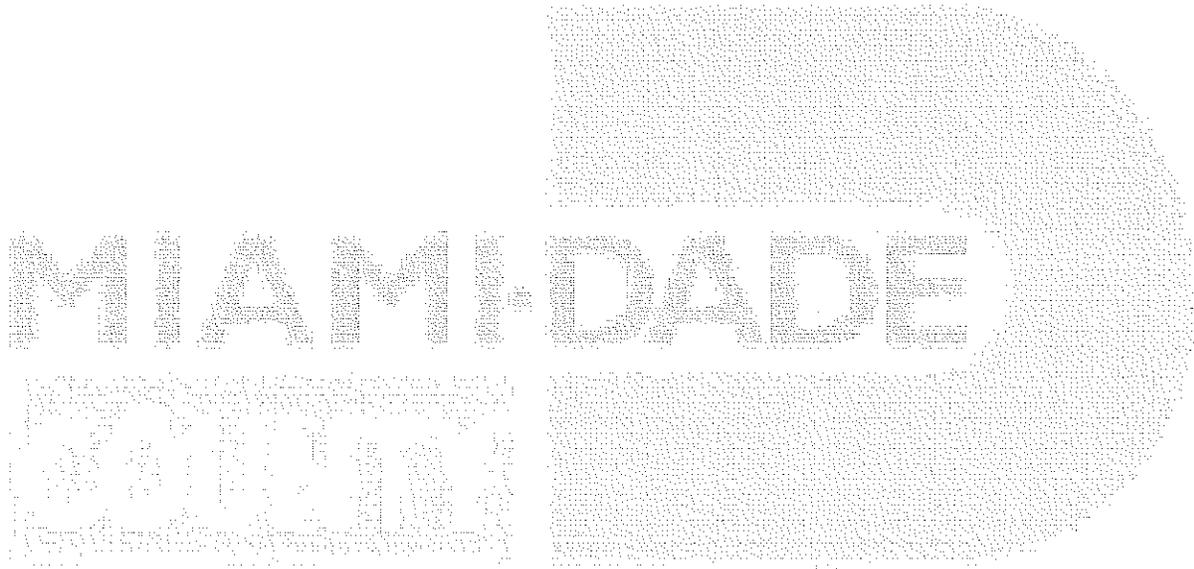
SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK:

This RTQ will establish a pool of pre-qualified Bidders for future pricing competition through spot market quotes to provide ID cards, printers, supplies and accessories for various Miami-Dade County departments.

The below sample items for this RTQ shall include, but are not limited to, the following:

- Laminated ID Pouches
- Accessories for ID Pouches
- Edisire Printers, Ribbons and Transfer Film
- ID Cards



SECTION 4 – QUALIFICATION CRITERIA

Enter Company's Legal Name _____

Enter Company's Federal tax Identification Number _____

RESPONSE FORM

CONTACT INFORMATION:



Section 2, Paragraph 2.3.1	Primary Contact Information (required):	Initial as completed
	Primary Contact Name:	
	Company's Main Phone Number:	
	Company's Facsimile:	
	Contact Phone Number if different from main number:	
	E-Mail Address:	
	Cellular Phone Number (if applicable)	
	Secondary Contact Information (optional):	
	Secondary Contact Name:	
	Company's Main Phone Number:	
	Company's Facsimile:	
	Contact Phone Number if different from above:	
	E-Mail Address:	
	Cellular Phone Number (if applicable)	