



**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1. PURPOSE**

The purpose of this solicitation is to establish a contract for the installation, operation, maintenance and management of automated teller machines (ATMs) to be located at the County-owned buildings. This contract is intended to be revenue generating and should not create any operations costs for the County.

**2.2 TERM OF CONTRACT**

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 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 five year contract term.

**2.2 OPTION TO RENEW**

The initial contract prices resultant from this solicitation shall prevail for a five (5) year(s) period from this 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 five (5) year(s) period. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. 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 may be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts

**2.3 METHOD OF AWARD AND MINIMUM QUALIFICATIONS REQUIREMENT****A. METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible vendor, which meets the minimum criteria and submits an offer that provides the highest estimated monthly revenue for the County for all ATM locations in aggregate. The County will award all locations to a single vendor. If a vendor fails to submit an offer on all locations, the County may deem that vendor non-responsive.

**B. PREFERRED QUALIFICATIONS**

Bidder shall meet the following preferred qualification set forth in this solicitation:

- Bidder has a branch located within the territorial boundaries of Miami-Dade County, Florida. At the time of bid submission, the bidder is required to submit a list of Miami-Dade County branches with the Bid Submittal Form.

## **2.4 BID SUBMITTALS**

Bidders shall provide, at the time of bid submittal the following:

- A. Bidder(s) shall provide three (3) references which can verify that the Bidder is currently providing or has provided installation, operation, maintenance and management of ATMs. The references must include the customer's company name, and the name, title, address, email and telephone number of the contact person, project start and end dates, who can verify that the Bidder has successfully provided the services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in auction services. The County, at its sole discretion, may request additional information in order to assess the Bidder's responsibility.

## **2.5 PRICES**

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.

## **2.6 INDEMNIFICATION AND INSURANCE**

Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor shall furnish to the Internal Services Department/Procurement Management Services, 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance 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 "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published 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.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1ST STREET  
SUITE 2340  
MIAMI, FL 33128

**2.7. ACCEPTANCE OF THE ATM MACHINES BY THE COUNTY**

The ATM machines to be provided hereunder shall be delivered to the County, and maintained in full compliance with the specifications and requirements set forth in this contract. If an ATM machine is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the ATM will be removed by the vendor. The vendor shall provide a direct replacement for the non-compliant ATM. The vendor shall not assess any charge(s) for any conforming action taken by the County under this clause.

**2.8. ADDITIONAL FACILITIES MAY BE ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the highest acceptable bid. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The county may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendor(s), or for other reasons at the County's discretion.

**2.9. AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this solicitation is specific to Internal Services Department, Water and Sewer Department, Seaport and Parks, Recreation and Open Spaces Department it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

**2.10. DELETION OF FACILITIES**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon fourteen (14) calendar day's written notice to the vendor.

**2.11. LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein related to the installation and proper functioning of the ATM machines. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**2.12. SUBSTITUTION OF ATM DURING TERM OF CONTRACT**

Substitute brands or models may be considered during the contract period for discontinued or defective/damaged models. The bidder shall not deliver any substitute ATM as a replacement for a brand or model without express written consent of the County. Substitute ATMs must be of equal or better quality than the original equipment.

## **SECTION 3 – TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF WORK**

Miami-Dade County is requesting bids from experienced groups, companies, or organizations, to install, operate, maintain, and manage automated teller machines to be located at twenty (20) County-owned buildings.

### **3.2. ATM REQUIREMENTS**

- Each ATM must accept a combination of credit, debit or check cashing cards, as well as government-issued entitlement cards such as EBT cards provided to Social Security, Medicare and/or Medicaid recipients.
- Each ATM should provide access to other area bank ATM cardholders whose banks are part of local, regional, national and/or international networks. Each ATM shall offer, at a minimum, the capability of processing at least three (3) networks such as: "Plus", "Cirrus", "Pulse", "Honor", "MAC", "NYCE", "Quattro", "Presto", "Star", and/or others. In addition, each ATM shall offer, at a minimum, Visa and MasterCard credit card acceptance.
- Each ATM shall provide cash withdrawal from checking and/or savings accounts, account transfers, and balance inquiries.
- Each ATM shall be capable of dispensing paper currency in at least three (3) denominations, for example, fives (\$5), tens (\$10), and twenties (\$20).
- The ATMs must be attractive, functional, and resistant to rough usage and vandalism.
- ATMs shall have the capability of being programmed in at least two (2) languages. The County prefers three (3) languages (English, Spanish, and Haitian Creole).
- ATMs must have systems management capabilities for predicting, assisting, and reporting maintenance. All ATMs shall be clearly marked with the ATM number, and have a 24-hour toll free telephone number to call for inquiries, maintenance issues, complaints or customer service issues.
- All ATMs must be in compliance with the Americans with Disabilities Act (ADA).

### **3.3. ATM LOCATIONS AND DESCRIPTION**

Group A - Internal Services Department:

1. Stephen P. Clark Center, 111 NW 1st Street, 18th Floor, Miami, FL 33128
2. Overtown Transit Village II, 601 NW 1<sup>st</sup> Court., Miami, FL 33128
3. North Dade Justice Center, 15555 Biscayne Boulevard., Miami, FL 33160
4. Joseph Caleb Community Center, 5400 NW22nd Avenue, Miami, FL 33142
5. South Dade Justice Building, 10710 SW 211th Street, Miami, FL 33189
6. Overtown Transit Village, 701 NW 1st Court, Miami, FL 33189

7. E. R. Graham Building, 1350 NW 12th Avenue, Miami, FL 33136
8. Richard Gerstein Justice Building, 1350 NW 12th Street, Miami, FL 33030
9. Miami-Dade County West Lot, 220 NW 3 St., Miami, FL 33128
10. Integrated Command Center (ICC), 11500 NW 25 St., Sweet Water, FL 33174
11. Pro Shop at Crandon Golf, 6700 Crandon Boulevard, Key Biscayne, FL 33149
12. Miami-Dade Fire Rescue Department, 6000 SW 87<sup>th</sup> Avenue, Miami, FL 33173
13. Light Speed Building, 11500 NW 25<sup>th</sup> Street, Miami, FL 33172

*Group B - Seaport:*

1. Seaport, 921 S. America Way, Miami, FL 33132

*Group C - Parks, Recreation and Open Spaces Department:*

1. Zoo Miami, 12400 SW 152 St., Miami, FL, 33177. Five(5) ATM locations at:
  - Gift Shop.
  - Administration Building (outdoor ATM/in-wall installation with rear access for repair and replacement).
  - Children Zoon (outdoor ATM).
  - Oasis Grille (outdoor ATM).
  - Fiesta Café (outdoor ATM).

*Group D - Water and Sewer Department*

1. 3575 SW LeJeune Rd, Miami, FL, 33133

**3.4. SERVICES**

- The Bidder shall, at its sole cost and expense, install, operate, and maintain the ATM machines at the County approved locations in the facilities described in Paragraph 3.3 of this section. The County will cause all necessary utility lines and services to be brought to the premises to facilitate the installations.
- The ATMs shall be installed in a manner compatible with the existing electrical, mechanical, and structural design of the premises.
- ATM services shall be provided with consideration regarding the regular scheduled opening and closing of the buildings. ATM services shall be available 24 hours per day, 7 days per week, including holidays.

- The awarded vendor shall regularly service each ATM so that it will at all times be properly stocked, cleaned, and in condition for use.
- The awarded vendor shall keep the ATM locations in good order and repair and shall not allow the accumulation of waste in the areas.
- The awarded vendor shall repair any holes in the walls and flooring resulting from the installation or removal of the ATM machines.
- The awarded vendor shall provide a twenty-four (24) hour response time for machine repairs and/or replacement.
- The awarded vendor shall be responsible for any security services in addition to those customarily provided at the building, and will be liable for any amount and damage to equipment installed and any contents of the ATM machines.
- The awarded vendor shall pay for the telephone services associated with the ATMs.

**3.5. REPORTING REQUIREMENTS**

The vendor shall keep detailed monthly records on the number of total viable transactions and foreign transactions separately for each ATM machine to determine commissions payable to the County. The vendor shall provide detailed records on the monthly transactions per machine no later than the fifteenth (15<sup>th</sup>) of each month for the preceding reporting period and submit such reports to the following departments:

- Internal Services Department, Project Manager Margaret Araujo MCGARCI@miamidade.gov
- Seaport, Gyselle Pino gmf@miamidade.gov
- Water and Sewer Department, Cheryl Thomas Hughes Cheryl.Thomas-Hughes@miamidade.gov
- Parks, Recreation and Open Spaces Department, Lluís Gorgoy gorgoyl@miamidade.gov

**3.6 PAYMENTS AND TRANSACTION FEES**

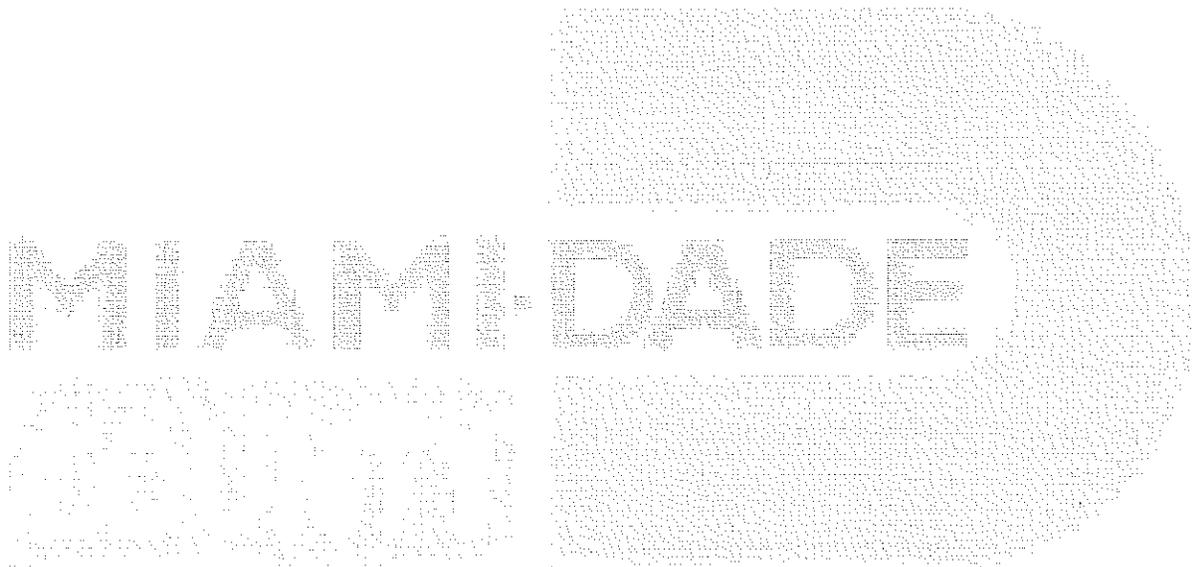
#	Description	Price per transaction
1	Proposed amount of Foreign Transaction Fee payable to the County( per transaction) Minimum \$1.00	\$ _____

- Foreign transaction fees earned in one month shall be remitted no later than the fifteenth (15<sup>th</sup>) of the next month or the next business day if the 15<sup>th</sup> falls on a weekend or holiday.
- All payments for Group A under this agreement are to be remitted to Miami-Dade Internal Services Department, 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, Florida 33128, and marked for the attention of The Retail Leasing Manager.
- All payments for Group B under this agreement are to be remitted to PortMiami, 1015 N America way, Miami, FL, 33132, and marked for the attention of The Controller.
- All payments for Group C under this agreement are to be remitted to Parks, Recreation and Open Spaces Department, 275 NW 2<sup>nd</sup> Street, 3<sup>rd</sup> Floor, Miami, FL, 33128, and marked for the attention of Accounting.
- All payments for Group D under this agreement are to be remitted to Water and Sewer Department, 3071 SW 38 Avenue, Miami, FL, 33146, and marked for the attention of The Controller.

- The vendor shall disclose to the County the transaction fee charges and/or surcharges levied to cardholders and non-cardholders. Transaction fees or surcharges exceeding the initial awarded amount per viable transaction must receive prior written approval by the County.

**3.7 MINIMUM FOREIGN TRANSACTION FEE ACCEPTED**

The County reserves the right not to consider bids offered where the amount per foreign transaction fee payable to the County is less than \$1.00. The County may consider these bids to be non-responsive



**SECTION 4**

**FIRM**

**FEIN**

<b>Preferred Qualification (Reference Paragraph 2.3.B)</b>	
<b>Branch Address:</b>	
<b>Branch Address:</b>	
<b>Branch Address:</b>	

<b>Bid Submittal Vendor References (Reference Paragraph 2.4)</b>	
<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name and title:</b>	
<b>Contact email:</b>	
<b>Contact telephone number:</b>	
<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name and title:</b>	
<b>Contact email:</b>	
<b>Contact telephone number:</b>	
<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name and title:</b>	
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<b>Contact telephone number:</b>	

## **SECTION 3 – TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF WORK**

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- All ATMs must be in compliance with the Americans with Disabilities Act (ADA).

### **3.3. ATM LOCATIONS AND DESCRIPTION**

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5. South Dade Justice Building, 10710 SW 211th Street, Miami, FL 33189
6. Overtown Transit Village, 701 NW 1st Court, Miami, FL 33189

7. E. R. Graham Building, 1350 NW 12th Avenue, Miami, FL 33136
8. Richard Gerstein Justice Building, 1350 NW 12th Street, Miami, FL 33030
9. Miami-Dade County West Lot, 220 NW 3 St., Miami, FL 33128
10. Integrated Command Center (ICC), 11500 NW 25 St., Sweet Water, FL 33174
11. Pro Shop at Crandon Golf, 6700 Crandon Boulevard, Key Biscayne, FL 33149
12. Miami-Dade Fire Rescue Department, 6000 SW 87<sup>th</sup> Avenue, Miami, FL 33173
13. Light Speed Building, 11500 NW 25<sup>th</sup> Street, Miami, FL 33172

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*Group D - Water and Sewer Department*

1. 3575 SW LeJeune Rd, Miami, FL, 33133

**3.4. SERVICES**

- The Bidder shall, at its sole cost and expense, install, operate, and maintain the ATM machines at the County approved locations in the facilities described in Paragraph 3.3 of this section. The County will cause all necessary utility lines and services to be brought to the premises to facilitate the installations.
- The ATMs shall be installed in a manner compatible with the existing electrical, mechanical, and structural design of the premises.
- ATM services shall be provided with consideration regarding the regular scheduled opening and closing of the buildings. ATM services shall be available 24 hours per day, 7 days per week, including holidays.

- The awarded vendor shall regularly service each ATM so that it will at all times be properly stocked, cleaned, and in condition for use.
- The awarded vendor shall keep the ATM locations in good order and repair and shall not allow the accumulation of waste in the areas.
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- The awarded vendor shall be responsible for any security services in addition to those customarily provided at the building, and will be liable for any amount and damage to equipment installed and any contents of the ATM machines.
- The awarded vendor shall pay for the telephone services associated with the ATMs.

**3.5. REPORTING REQUIREMENTS**

The vendor shall keep detailed monthly records on the number of total viable transactions and foreign transactions separately for each ATM machine to determine commissions payable to the County. The vendor shall provide detailed records on the monthly transactions per machine no later than the fifteenth (15<sup>th</sup>) of each month for the preceding reporting period and submit such reports to the following departments:

- Internal Services Department, Project Manager Margaret Araujo [MCGARCI@miamidade.gov](mailto:MCGARCI@miamidade.gov)
- Seaport, Gyselle Pino [gmf@miamidade.gov](mailto:gmf@miamidade.gov)
- Water and Sewer Department, Cheryl Thomas Hughes [Cheryl.Thomas-Hughes@miamidade.gov](mailto:Cheryl.Thomas-Hughes@miamidade.gov)
- Parks, Recreation and Open Spaces Department, Lluís Gorgoy [gorgoyl@miamidade.gov](mailto:gorgoyl@miamidade.gov)

**3.6 PAYMENTS AND TRANSACTION FEES**

#	Description	Price per transaction
1	Proposed amount of Foreign Transaction Fee payable to the County( per transaction)  Minimum \$1.00	\$ _____

- Foreign transaction fees earned in one month shall be remitted no later than the fifteenth (15<sup>th</sup>) of the next month or the next business day if the 15<sup>th</sup> falls on a weekend or holiday.
- All payments for Group A under this agreement are to be remitted to Miami-Dade Internal Services Department, 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, Florida 33128, and marked for the attention of The Retail Leasing Manager.
- All payments for Group B under this agreement are to be remitted to PortMiami, 1015 N America way, Miami, FL, 33132, and marked for the attention of The Controller.
- All payments for Group C under this agreement are to be remitted to Parks, Recreation and Open Spaces Department, 275 NW 2<sup>nd</sup> Street, 3<sup>rd</sup> Floor, Miami, FL, 33128, and marked for the attention of Accounting.

- All payments for Group D under this agreement are to be remitted to Water and Sewer Department, 3071 SW 38 Avenue, Miami, FL, 33146, and marked for the attention of The Controller.
- The vendor shall disclose to the County the transaction fee charges and/or surcharges levied to cardholders and non-cardholders. Transaction fees or surcharges exceeding the initial awarded amount per viable transaction must receive prior written approval by the County.

### **3.7 MINIMUM FOREIGN TRANSACTION FEE ACCEPTED**

The County reserves the right not to consider bids offered where the amount per foreign transaction fee payable to the County is less than \$1.00. The County may consider these bids to be non-responsive



**BID NO.: 8370-1/15**

**OPENING: 2:00 P.M.  
Wednesday,  
July 18, 2007**

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

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

- BID DEPOSIT AND PERFORMANCE BOND:..... N/A
- CATALOGUE AND LISTS:..... N/A
- CERTIFICATE OF COMPETENCY:..... N/A
- EQUIPMENT LIST:..... N/A
- EXPEDITED PURCHASING PROGRAM (EPP)..... N/A
- INDEMNIFICATION/INSURANCE:..... SEE SECTION 2, PARAGRAPH 2.11
- LIVING WAGE: ..... N/A
- PRE-BID CONFERENCE/WALK-THRU:..... N/A
- SMALL BUSINESS ENTERPRISE MEASURE:..... N/A
- SAMPLES/INFORMATION SHEETS: ..... N/A
- SECTION 3 – MDHA:..... N/A
- SITE VISIT/AFFIDAVIT: ..... N/A
- USER ACCESS PROGRAM:..... N/A
- WRITTEN WARRANTY: ..... N/A

**FOR INFORMATION CONTACT:**

**Km! Ra, CPPB, at 305-375-1291, or at kmra@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

**PLEASE COMPLETE AND SUBMIT ALL AFFIDAVITS ATTACHED TO THIS SOLICITATION**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 21 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 8370-1/15**

**Title: Install And Operate ATM Machines At County Facilities (GSA)**

**Sr. Procurement Contracting Agent: Km! Ra, CPPB**

**Bids will be accepted until 2:00 p.m. on Wednesday, July 18, 2007**

**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:** Each Bid submitted to the Department of Procurement Management 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 three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**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 VENDOR RESPONDING TO THIS SOLICITATION**

## SECTION 1

GENERAL TERMS AND CONDITIONS

## INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)

**1.1. DEFINITIONS**

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

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

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

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

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

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

**Enrolled Vendor** – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**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 in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged 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.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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- 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. 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.
  3. 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 written a letter received by the DPM Purchasing Division 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 2-8.14 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 Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
  2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
  - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
  - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
  - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
  - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
  - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
  - G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.
- 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

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business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- 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. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- 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 Purchasing Division 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 the Bid Solicitation.

**1.6. CONTRACT EXTENSION**

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

**1.7. WARRANTY**

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

**1.8. ESTIMATED QUANTITIES**

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

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE**

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

1. a business that has a **valid** occupational license, 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 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

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

**1.12. BID PROTEST**

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

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 be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

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

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

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

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**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 2-8.1.4 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.

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**1.25. ACCESS TO RECORDS**

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

**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(c)(8) 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**

Bidders 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 bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder 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 shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid 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 (IHI) 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 IHI/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 SALES 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 of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

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

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

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

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

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

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

2.1.1 The purpose of this solicitation is to establish a contract for the installation, operation, maintenance, and management of voice-activated automated teller machines (ATMs) to be located at five (5) County-owned buildings. This contract is intended to be revenue generating and should not create any operational costs for the County.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)**

Intentionally Omitted

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

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

2.4.1 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 sixty (60) month period.

**2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEAR(S): (Maintain Same Prices)**

2.5.1 The initial contract prices resultant from this solicitation shall prevail for a five (5) year(s) period from this 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 five (5) year(s) period. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. 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 may be exercised only when such continuation is clearly in the best interest of the County.

2.5.2 Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

**2.6 METHOD OF AWARD: Per Location (Highest Estimated Monthly Revenue)**

2.6.1 Award of this contract will be made to the responsive, responsible vendor, per location, which meets the minimum criteria and submits an offer that provides the highest estimated monthly revenue for the County for that location. The County will award each location to a

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

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

single vendor. If a vendor fails to submit an offer on all locations, the County may deem that vendor non-responsive.

**2.6.2 MINIMUM CRITERIA FOR BIDDING:**

2.6.2.1 Bids will only be accepted from groups, companies, or organizations which meet the following minimum criteria. Please provide written evidence of the following minimum criteria requirements:

- 2.6.2.1.1 The organization must have a branch located within the territorial boundaries of Miami-Dade County, Florida. The bidder must submit a list of branches with the Bid Submittal Form.
- 2.6.2.1.2 Be on a list of Qualified Public Depositories as designated by the office of State Treasurer, and as required by the Florida Security of Public Deposits Act, Chapter 280, Florida Statutes.
- 2.6.2.1.3 Be a member of the Federal Reserve System.
- 2.6.2.1.4 Be an originating depository financial institution authorized by the Federal Reserve System
- 2.6.2.1.5 Be an originating depository financial institution authorized by the Federal Reserve to originate direct deposits.
- 2.6.2.1.6 Must supply a list of the Board of Directors and Officers of the Organization.

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

2.7.1 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.

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

Intentionally Omitted

**2.9 EQUAL PRODUCT**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

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

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

2.11.1 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.

2.11.2 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:

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

2.11.2.2 General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 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.

2.11.2.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

2.11.3 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:

2.11.3.1 The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

Or

- 2.11.3.2 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 Insurance and are members of the Florida Guaranty Fund.
- 2.11.4 Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.
- NOTE 1: Miami-Dade County's solicitation number and title of solicitation must appear on each certificate.
- 2.11.4 Certificate holder must read: Miami-Dade County, 111 NW 1st Street, Suite 1300, Miami, FL 33128
- 2.11.5 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.
- 2.11.6 Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.
- 2.11.7 The vendor 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 2.5 of this 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 re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

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

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**2.12 BID GUARANTY**  
Intentionally Omitted

**2.13 PERFORMANCE BOND**  
Intentionally Omitted

**2.14 CERTIFICATIONS**  
Intentionally Omitted

**2.15 METHOD OF PAYMENT**  
Intentionally Omitted

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**  
Intentionally Omitted

**2.17 DELIVERY REQUIREMENTS**  
Intentionally Omitted

**2.18 BACK ORDER ALLOWANCE**  
Intentionally Omitted

**2.19 WARRANTY REQUIREMENTS**  
Intentionally Omitted

**2.20 CONTACT PERSONS:**

2.20.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Km! Ra, at (305) 375-1291 email – [kmra@miamidade.gov](mailto:kmra@miamidade.gov)

**2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE**  
Intentionally Omitted

**2.22 ACCEPTANCE OF THE ATM MACHINES BY THE COUNTY**

2.22.1 The ATM machines to be provided hereunder shall be delivered to the County, and maintained in full compliance with the specifications and requirements set forth in this contract. If an ATM machine is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the ATM will be removed the vendor. The vendor shall provide a direct replacement for the non-compliant ATM. The vendor shall not assess any charge(s) for any conforming action taken by the County under this clause.

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

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**2.23 ADDITIONAL FACILITIES MAY BE ADDED**

- 2.23.1 Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the highest acceptable bid. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.
- 2.23.2 The county may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendor(s), or for other reasons at the County's discretion.

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

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

**2.25 DELETION OF FACILITIES**

- 2.25.1 Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar day's written notice to the vendor.

**2.26 LICENSES, PERMITS AND FEES**

- 2.26.1 The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein related to the installation and proper functioning of the ATM machines. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**2.27 LOCATIONS AND DESCRIPTION**

2.27.1 The facilities subject to this solicitation are located at:

- 2.27.1.1 Joseph Caleb Community Center, 5400 NW 22<sup>nd</sup> Avenue, Miami.
- 2.27.1.2 South Dade Justice Building, 10710 SW 211<sup>th</sup> Street, Miami.
- 2.27.1.3 Overtown Transit Village, 701 NW 1<sup>st</sup> Court, Miami.
- 2.27.1.4 E. R. Graham Building, 1350 NW 12<sup>th</sup> Avenue, Miami.
- 2.27.1.5 Richard Gerstein Justice Building, 1350 NW 12<sup>th</sup> Street, Miami.

**2.28 SUBSTITUTION OF ATM DURING TERM OF CONTRACT**

2.28.1 Substitute brands or models may be considered during the contract period for discontinued or defective/damaged models. The bidder shall not deliver any substitute ATM as a replacement for a brand or model without express written consent of the General Services Administration, Facilities, Utilities and Management Division. Substitute ATMs must be of equal or better quality than the original equipment.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**3.1 INTRODUCTION**

3.1.1 Miami-Dade County, as represented by the General Services Administration, Facilities, Utilities and Management Division, is requesting bids from experienced groups, companies, or organizations, to install, operate, maintain, and manage voice-activated automated teller machines to be located at five (5) County-owned buildings.

**3.2 ATM LOCATIONS**

3.2.1 The bidder shall provide and install one (1) voice-activated automated teller machine (ATM) in each of the following locations in Miami, Florida:

3.2.1.1 JOSEPH CALEB COMMUNITY CENTER, 5400 NW 22<sup>ND</sup> AVENUE

There is presently no ATM in this building. This building hosts one hundred and thirty (130) employees and has an average of five hundred (500) daily visitors.

3.2.1.2 SOUTH DADE JUSTICE BUILDING, 10710 SW 211<sup>TH</sup> STREET.

This is the South Dade Courthouse and there is no ATM in the building at this time. This building hosts eighty five (85) employees and has an average of six hundred (600) daily visitors. The ATM should be installed in the main lobby next to the security desk.

3.2.1.3 OVERTOWN TRANSIT VILLAGE, 701 NW 1<sup>ST</sup> COURT.

This is a new County-owned building and there is presently no ATM in the building. This building presently hosts five hundred (500) employees with a total of one thousand four hundred and seventy (1,470) by the end of the year and will have an average of four hundred and fifty (450) daily visitors. The ATM should be installed in the lobby area prior to the security control entrance.

3.2.1.4 E. R. GRAHAM BUILDING, 1350 NW 12<sup>TH</sup> AVENUE.

There is presently no ATM in the building. This building hosts five hundred (500) employees and has an average of eight hundred to nine hundred (800 – 900) daily visitors. The ATM should be installed in the main lobby; there are several available locations.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

3.2.1.5 RICHARD GERSTEIN JUSTICE BUILDING, 1350 NW 12<sup>TH</sup> STREET.

This is the Criminal Courthouse and there is presently an ATM in the lobby. This building hosts nine hundred and thirty five (935) employees and has an average of ten thousand to twelve thousand (10,000 – 12,000) daily visitors.

**3.3 ATM REQUIREMENTS**

- 3.3.1 Each ATM must have voice-activation capability.
- 3.3.2 Each ATM must accept a combination of credit, debit or check cashing cards, as well as government-issued entitlement cards such as EBT cards provided to Social Security, Medicare and/or Medicaid recipients.
- 3.3.3 Each ATM should provide access to other area bank ATM cardholders whose banks are part of local, regional, national and/or international networks. Each ATM shall offer, at a minimum, the capability of processing at least three (3) networks such as: "Plus", "Cirrus", "Pulse", "Honor", "MAC", "NYCE", "Quattro", "Presto", "Star", and/or others. In addition, each ATM shall offer, at a minimum, Visa and MasterCard credit card acceptance.
- 3.3.4 Each ATM shall provide cash withdrawal from checking and/or savings accounts, account transfers, and balance inquiries.
- 3.3.5 Each ATM shall be capable of dispensing paper currency in at least three (3) denominations, for example, fives (\$5), tens (\$10), and twenties (\$20).
- 3.3.6 The ATMs must be attractive, functional, and resistant to rough usage and vandalism.
- 3.3.7 ATMs shall have the capability of being programmed in at least two (2) languages. The County prefers three (3) languages (English, Spanish, and Haitian Creole).
- 3.3.8 ATMs must have systems management capabilities for predicting, assisting, and reporting maintenance. All ATMs shall be clearly marked with the ATM number, and have a 24-hour toll free telephone number to call for inquiries, maintenance issues, complaints or customer service issues.
- 3.3.9 All ATMs must be in compliance with the Americans with Disabilities Act (ADA).

**3.4 SERVICES**

- 3.4.1 The Bidder shall, at its sole cost and expense, install, operate, and maintain the ATM machines at GSA approved locations in the facilities described in Paragraph 3.2 of this

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

section. The County will cause all necessary utility lines and services to be brought to the premises to facilitate the installations.

- 3.4.2 The ATMs shall be installed in a manner compatible with the existing electrical, mechanical, and structural design of the premises.
- 3.4.3 ATM services shall be provided with consideration regarding the regular scheduled opening and closing of the buildings. ATM services shall be available 24 hours per day, 7 days per week, including holidays.
- 3.4.4 The awarded vendor shall regularly service each ATM so that it will at all times be properly stocked, cleaned, and in condition for use.
- 3.4.5 The awarded vendor shall keep the ATM locations in good order and repair and shall not allow the accumulation of waste in the areas.
- 3.4.6 The vendor shall repair any holes in the walls and flooring resulting from the installation or removal of the ATM machines.
- 3.4.7 The vendor shall provide a twenty-four (24) hour response time for machine repairs and/or replacement.
- 3.4.8 The vendor shall be responsible for any security services in addition to those customarily provided at the building, and will be liable for any amount and damage to equipment installed and any contents of the ATM machines.
- 3.4.9 The awarded vendor shall pay for the telephone services associated with the ATMs.

**3.5 REPORTING REQUIREMENTS**

- 3.5.1 The vendor shall keep detailed monthly records on the number of total viable transactions and foreign transactions separately for each ATM machine to determine commissions payable to the County.
- 3.5.2 The vendor shall provide detailed records on the monthly transactions per machine and as outlined in Paragraph 3.5.1 above, and submit such reports to the General Services Administration, Facilities, Utilities and Management Division, no later than the fifteenth (15<sup>th</sup>) of each month for the preceding reporting period.

**3.6 PAYMENTS AND TRANSACTION FEES**

- 3.6.1 The monthly flat rate fees are due and payable in advance on the first (1<sup>st</sup>) day of each month. Foreign transaction fee payments are to be remitted to the County on a monthly basis.

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

- 3.6.2 Foreign transaction fees earned in one month shall be remitted no later than the fifteenth (15<sup>th</sup>) of the next month or the next business day if the 15<sup>th</sup> falls on a weekend or holiday.
  - 3.6.3 All payments under this agreement are to be remitted to: Miami-Dade County Board of County Commissioners, 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, Florida 33128, and marked for the attention of The Retail Leasing Manager.
  - 3.6.4 The vendor shall disclose to the County the transaction fee charges and/or surcharges levied to cardholders and non-cardholders. Transaction fees or surcharges exceeding two dollars (\$2.00) per viable transaction must receive prior written approval by GSA.
- 3.7 MINIMUM FOREIGN TRANSACTION FEE ACCEPTED**
- 3.7.1 The County reserves the right not to consider bids offered where the amount per foreign transaction fee payable to the County is less than \$1.00. The County may consider these bids to be non-responsive.

SECTION 4  
**BID SUBMITTAL FORM**

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

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

**OPENING: 2:00 P.M.**  
**Wednesday**  
**July 18, 2007**



PLEASE QUOTE PRICES F.O.B. DESTINATION, 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.

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Issued by:	DPM	Date Issued:	This Bid Submittal Consists of
Km! Ra	Purchasing Division	06/19/2007	Pages 17 through 21

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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.

**Install And Operate ATM Machines At County Facilities (GSA)**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract  
by the successful bidder and Miami-Dade County

**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: 946-25  
Snr. Procurement Contracting Agent Km! Ra

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

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE  
ON PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 21 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER  
YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

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

**4.1 BIDDER'S OFFER**

4.1.1 The Bidder proposes to provide, install, operate, maintain, and manage one (1) voice-activated automated teller machine to be located at each of the five (5) County-owned buildings, according to the terms and conditions of this solicitation and the Technical Specifications in Section 3.

**4.2 PRICING:**

		Joseph Caleb Com Cnt	South Dade Justice Building	Overtown Transit Village	E.R. Graham Building	Richard Gerstein Justice Building
4.2.1	Number of ATMs (per location)	1	1	1	1	1
4.2.2	Proposed Flat Fee Payable to the County (per month)	\$	\$	\$	\$	\$
4.2.3	Proposed Amount of Foreign Transaction Fee Payable to the County (per transaction) <i>Minimum - \$1.00</i>	\$	\$	\$	\$	\$
	<b>TOTAL Highest Estimated Monthly Revenue</b>	\$	\$	\$	\$	\$

BID SUBMITTAL FOR:

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

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

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**4.3 REQUIRED SUBMITTALS**

4.3.1 Please provide written evidence of the following minimum criteria requirements as per Section 2, Paragraph 2.6.2:

- 4.3.1.1 The organization must have a branch located within the territorial boundaries of Miami-Dade County, Florida. The bidder must submit a list of branches with the Bid Submittal Form.
- 4.3.1.2 Be on a list of Qualified Public Depositories as designated by the office of State Treasurer, and as required by the Florida Security of Public Deposits Act, Chapter 280, Florida Statutes.
- 4.3.1.3 Be a member of the Federal Reserve System.
- 4.3.1.4 Be an originating depository financial institution authorized by the Federal Reserve System
- 4.3.1.5 Be an originating depository financial institution authorized by the Federal Reserve to originate direct deposits.
- 4.3.1.6 Must supply a list of the Board of Directors and Officers of the Organization.

SECTION 4  
BID SUBMITTAL FOR:

**INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

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

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

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

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

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

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

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

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

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

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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



BID SUBMITTAL FORM

Bid Title: INSTALL AND OPERATE ATM MACHINES AT COUNTY FACILITIES (GSA)

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 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.

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. Vendor 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?
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?

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is a local business. 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. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.

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

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

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

Failure to sign this page shall render your Bid non-responsive.



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS**

▪ **DISABILITY NONDISCRIMINATION AFFIDAVIT**  
(Resolution R-385-95)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

▪ **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**  
(Ordinance 93-129) See Section 1 (1.3H)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

▪ **MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT**  
(Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

▪ **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY** (Ordinance 99-162) See Section 1 (1.3 N)

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS ON PAGES 1 AND 2

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: Signature of Affiant Date 20 Printed Name of Affiant and Title Federal Employer Identification Number Printed Name of Firm Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this day of, 20 He/She is personally known to me or has presented as identification. Type of identification

Signature of Notary Serial Number Print or Stamp Name of Notary Expiration Date

Notary Public - State of

Notary Seal



**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.
- had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

- a \_\_\_\_\_ corporation
- partnership
- joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number  
/ - / / / / / / /

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal



SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.  
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

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

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

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

FORM 100

