**DEPARTMENTAL INPUT**

**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

- New [ ] OTR [ ] Sole Source [ ] Bid Waiver [ ] Emergency [ ] Previous Contract/Project No. IB7780-4/12-4
- Re-Bid [ ] Other [ ] LIVING WAGE APPLIES: [ ] YES [ ] NO

Requisition No./Project No.: RQPR1200023

TERM OF CONTRACT: 5 YEAR(S) WITH 5 YEAR(S) OTR

Requisition/Project Title: GOLF COURSE SUPPLIES AND ACCESSORIES

Description: To pre-qualify vendors for future spot market competition. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List in order to obtain price quotations for the provision of golf course supplies.

Issuing Department: ISD

Contact Person: Josh Brown

Phone: 305-375-4725

Estimate Cost: $300,000.00 (Initial Term)

Funding Source: GENERAL [X] FEDERAL [ ] OTHER [ ]

### ANALYSIS

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<th>Commodity Codes:</th>
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Contract/Project History of previous purchases three (3) years

Check here if this is a new contract/purchase with no previous history.

<table>
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<tr>
<th>Contractor:</th>
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<th>3RD YEAR</th>
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<th>Small Business Enterprise:</th>
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<td>$103,693.64</td>
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<td>$69,129.09</td>
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Comments: The previous contract was awarded based on the lowest price per item. The new contract is setting up pre-qualification pools and the user department will issue spot market quotes to obtain prices.

Continued on another page(s): [ ] YES [ ] NO

### RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBF</th>
<th>Set-aside</th>
<th>Sub-contractor goal</th>
<th>Bid preference</th>
<th>Selection factor</th>
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Basis of Recommendation:

Signed: Josh Brown

Date sent to SBD: 9/18/12

Date returned to DPM:
INVITATION TO BID

TITLE: Golf Course Supplies And Accessories

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 PROCUREMENT PROGRAM (EPP): .... N/A
- INDEMNIFICATION/INSURANCE: .................... N/A
- PRE-BID CONFERENCE/WALK-THRU: ............... N/A
- SMALL BUSINESS ENTERPRISE MEASURE: ...... SEE SECTION 2 PARA 2.2
- SAMPLES/INFORMATION SHEETS:.................... SEE SECTION 2 PARA 2.24
- MDPHA SECTION 3: ................................... N/A
- SITE VISIT/AFFIDAVIT:................................. N/A
- USER ACCESS PROGRAM:............................. SEE SECTION 2 PARA 2.21
- WRITTEN WARRANTY: .................................. SEE SECTION 2 PARA 2.19
- LIVING WAGE:........................................... N/A

FOR INFORMATION CONTACT: JOSH BROWN, Procurement Contracting Officer 1
Phone: 305-375-4725 or via email: JOSHBRO@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).

- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

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

Bid Number:

Bid Title: GOLF COURSE SUPPLIES AND ACCESSORIES

Procurement Officer: JOSH BROWN

Bids will be accepted until 2:00 p.m. on OCTOBER 10, 2012

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

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

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

NOTICE TO ALL BIDDERS:

• FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

• THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.
1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County’s Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33120, Phone 305-372-5772. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all 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 notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and how to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33129-1801, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2006, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend an award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to confirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit
   (Sec. 2-8.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit
   (County Ordinance No. 90-133, amending Section 2.8.1(1)(2)
   of the County Code)

3. Miami-Dade Employment Drug-Free Workplace Certification
   (Section 2-8.1(2)(b) of the County Code)

4. Miami-Dade Disability and Nondiscrimination Affidavit
   (Article 1, Section 2-8.1.5 Resolution R182-06 Amending
   R-395-95)

5. Miami-Dade County Debarment Disclosure Affidavit
   (Section 10.38 of the County Code)

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

7. Miami-Dade County Code of Business Ethics Affidavit
   (Article 1, Section 2-8.10 and 2-11(1)(c) of the County Code
   through (6) and (9) of the County Code and County Ordinance No
   00-10 amending Section 2-11.1(c) of the County Code)

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

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

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

11. Subcontracting Practices
    (Ordinance 97-35)

12. Subcontractor/Supplier Listing
    (Ordinance 97-104)

13. Environmentally Acceptable Packaging
    Resolution (R-739-92)

14. W-9 and 8109 Forms
    The vendor must furnish these forms as required by the Internal
    Revenue Service.

15. Social Security Number
    In order to provide a surety bond, you must provide your
    firm’s Federal Employer Identification Number (FEIN). If no FEIN
    exists, the Social Security Number of the owner or individual must
    be provided. This number becomes your “County Vendor Number”.
    To comply with Section 119.071(5) of the Florida Statutes relating to
    the collection of an individual’s Social Security Number, the vendor
    must provide Social Security Number for the following purposes:
    • Identification of individual account records
    • To make payments to individual/vendor for goods and services provided to Miami-Dade County
    • Tax reporting purposes
    • To provide a unique identifier in the vendor database that
    may be used for searching and sorting departmental records

    Pursuant to Section 2-1076 of the County Code.

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

18. Antitrust Laws
    By acceptance of any contract, the vendor agrees to comply
    with all antitrust laws of the United States and the State of
    Florida.
C. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(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 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 2-11.10 of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Code 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 requestee's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 12th Floor, suite 202, Miami, Florida 33128-1993 or email clerkboard@miamidade.com

2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation, it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PDM 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 216.74 and Section 2-6.14 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 5-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purposes, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

1.3. PREPARATION OF BIDS

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

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

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

D. The Bidder may be considered non-responsive if bids are 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. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION
Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION
A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
D. This County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
I. In accordance with Resolution R-1574-88, the Director of ISD/PDM 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.
K. The County reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the County deems necessary.

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

1.7. WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Spatial 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 Program (JPP) described in Section 2.2.1 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

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

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

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
   (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTEs ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
   (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
   (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK
Any work that commences prior to and will extend beyond the
SECTION 1
GENERAL TERMS AND CONDITIONS

expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST
A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

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

1.14. LICENSES, PERMITS AND FEES
The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING
Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further modified by the Special Conditions. Subcontracting without the prior consent of the County may result in the 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 this 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 qualified 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
A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 267.055 Fla. Stat.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County, stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event of a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.

B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs 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 costs shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION
Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS
The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.
2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of golf course supplies, accessories, equipment and custom products such as, but not limited to (ball washer, cups, flags, driving range mats, flag poles, portable electric spot sprayers, hole cutters, tees, markers, club washers, turf stakes, tee towels, tee signs, range baskets, etc.) on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to $100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code).

A 10% (ten percent) preference shall apply for certified Micro bidders on awards valued up to and including $100,000. For awards valued over $100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE bidders. For awards valued over $1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed $2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at http://www.miamidade.gov/business/business-certification-programs.asp. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

2.3 PRE BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIVE (5) YEARS

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 remain in effect for (60) sixty months and upon completion of the expressed and/or implied warranty periods. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW

Miami-Dade County shall have the option to renew this contract for one additional five (5) year term. Continuation of the contract beyond the initial period is a County prerogative,
and not a right of the vendor(s). This prerogative may be exercised only when such
continuation is clearly in the best interest of the County. Should the vendor(s) decline the
County's right to exercise the option period, the County will consider the vendor in default
which shall affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT
MARKET PROCEDURES

The County will purchase of various golf course supplies, accessories, equipment and
custom products such as, but not limited to (ball washer, cups, flags, driving range mats,
flag poles, portable electric spot sprayers, hole cutters, tees, markers, club washers, turf
stakes, tee towels, tee signs, range baskets, etc.) on an as needed when needed basis.

It shall be the sole prerogative of the County as to the number of vendors who will be
initially included under this contract. During the term of this contract, the County reserves
the right to add or delete vendors as it deems necessary in its best interests.
If the County elects to add vendors, they must meet the same minimum qualifications
established for the original competition.

Upon meeting pre-qualification criteria, vendor(s) shall then be deemed to be pre-
qualified to participate in subsequent spot market purchases as required by the County or
on an as needed basis. When such spot market purchases are initiated, pre-qualified
vendor(s) shall be invited to offer a fixed pricing for item(s) listed on the request for
proposal.

Award will be made to all responsive, responsible vendors that meet the qualification as
stated in 2.6 Group I, Group II, and Group III.

2.6.1 THE MINIMUM QUALIFICATION REQUIREMENTS ARE:

Award of Group I, II, and III will be made to all responsive, responsible vendors who
meet the minimum qualifications set forth in section 2.6.1. Vendor(s) shall be given an
opportunity to submit these documents during the bid evaluation period. Items that will
be solicited for pricing under group I include but are not limited to: various golf course
equipment, tools and accessories. Group II includes specific types of golf clubs. Group III
includes golf signage and associated materials.

I. Vendors must be able to demonstrate that they have experience in
   providing golf course supplies, accessories, equipment, and custom
   products to at least three (3) client references. These references shall
   be used to ascertain to the County's satisfaction that the Vendor has
   sufficient experience and expertise in services.

II. Vendors shall provide contact information to include name of contact,
    e-mail address, phone number and fax number for Primary (required)
    and Secondary (optional) staff within your company who will be
    responsible for providing a response to spot market quotes issued by
    Miami-Dade County. These services shall typically be required
    Monday through Friday within the business hours of 7:30 a.m. and
    6:00 p.m. (local time).
The County reserves the right to verify the information submitted by the vendor and to request additional information, as it deems necessary to ascertain the vendors' conformance to the minimum qualification requirements.

The vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either on as-needed or on a periodic basis. Spot market pricing procedures may be initiated by either the using County department or by Procurement Management. When such spot market purchases are initiated, the pre-qualified vendors will be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. It shall be the sole prerogative of the County as to the number of vendors who will be included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

2.7 **PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS:**

If the vendor is awarded a contract under this solicitation, the prices offered by the vendor shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications".

Prices must be submitted according to the spot market quotations issued by the departments on as needed when needed bases. Prices shall be fixed according to the individual requirements of each spot market quote.

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

INTENTIONALLY OMITTED

2.9 **PRODUCT INFORMATION**

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

Specific RFQ's requires submission of the following documentation to enable County evaluation of products:

- **X** : Product Information Sheets
- **X** : Products Samples Upon Specific Request
- **X** : Product Labels

If a product may be considered by the County in accordance with the RFQ Submission Form, the unit shall meet the quality and standards of performance to the item specified in the RFQ's. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information...
sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in the official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this required may result in your offer being rejected.

For products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each item offered. Failure to meet this requirement may result in your offer being rejected.

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

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE: INTENTIONALLY OMITTED

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATIONS: INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT:

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

All invoices shall contain the following basic information:

1. Vendor Information:

   • The name of the business organization as specified on the contract between Miami-Dade County and vendor
SECTION 2
SPECIAL CONDITIONS

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

II. County Information:
• Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:
• Unit price of the goods, services or property provided
• Extended total price of the goods, services or property
• Applicable discounts

IV. Goods or Services Provided per Contract:
• Description
• Quantity

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

VI. Failure to Comply:
• Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.17 DELIVERY REQUIREMENTS

The vendor(s) shall make deliveries as specified within the confines for the RFQ. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor(s). In these cases, the vendor(s) shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.
SECTION 2
SPECIAL CONDITIONS

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

2.17.1 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

Vendor(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County’s authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number, date of order, a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.17.2 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR:

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.18 BACK ORDER ALLOWANCE

Vendor(s) not able to meet delivery deadlines requested by user department(s) for solicited item(s) in accordance with the scheduled delivery date stated within the confines of the RFQ shall be deemed non-responsive unless there is a current existing backorder of the specific items(s) with the vendor’s manufacturer or distributor. The vendor shall insure that such back orders are discussed with the Departments and a timeframe must be agreed upon mutually between both the user department(s) and vendor(s). The vendor(s) shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County’s authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period has lapsed, seek the items from another vendor, and charge the awarded vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY REQUIREMENTS

All products supplied by this contract must be provided with a manufacturer’s warranty. If no manufacturer’s warranty is available, then the awarded vendor must agree to provide replacement at no cost to the County for any products that fail to meet the required specifications or expectations for a minimum of one (1) year from date of delivery of product(s).

In the event any materials supplied to the County by the vendor(s) are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the vendor at the vendor’s expense or (2) require the vendor to replace the materials at the vendor(s) expense.
SECTION 2
SPECIAL CONDITIONS

2.20 CONTACT PERSON

For any additional information regarding the specifications and requirements of this solicitation and resultant contract, Contact: Josh Brown at joshbro@miamidade.gov or (305)-375-4424.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County’s Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.
2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County’s own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

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 items 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 identified the requirements of the additional County department(s) or agency(ies).

2.25 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 lowest acceptable pricing. 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 vendors, or for other reasons at the County’s discretion.
2.23 **EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE:**

The equipment/supplies being offered by the vendor shall be the most recent model available. Any optional components which are required in accordance with the contract specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall confirm to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

2.24 **SAMPLES MAY BE REQUIRED DURING EVALUATION**

After the County opens the Bid Proposals, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.25 **ADDITIONAL ITEMS MAY BE PURCHASED**

At any time during the term of this contract, the County may add additional items, groups, services, or other requirements. These additions shall be made through spot market quotations issued by the department(s).

In addition, it is understood and agreed that the County may, within six (6) months after the terms and conditions of this contract have been fulfilled through the delivery and acceptance of the items, purchase additional items or units from the vendor; and that the vendor shall accept a separate purchase order containing the same terms and conditions stipulated in the contract.
3.1 **SCOPE OF WORK**

Provide the Parks & Recreations Department with golf course supplies, accessories, equipment, and custom products manufactured in accordance with the latest technological equipment available. The department will issue spot market quotations for specific products on an as needed basis. In some cases, the department(s) will require vendor(s) to quote items for extended periods of time, including but not limited to up to one (1) year. If a vendor fails to agree to the conditions in the Request for Quote, the County may terminate the contract for default.

- **Group I:** Golf Equipment / Tools / Accessories
- **Group II:** Golf Clubs
- **Group III:** Golf Signage & Associated Materials

3.2 **SAMPLE LIST OF ITEMS THE COUNTY MAY PURCHASE:**

The County may elect at any time to add or modify items to the provided list depending on the needs of each User Department.

"Sample" Purchasing List from Previous Solicitation

<table>
<thead>
<tr>
<th><strong>Group I : Golf Equipment / Tools</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ball-Washer, Par-Aide #205-02 Master, 5 Pint Capacity, Cycloc Agitator Assembly Brush of Dupont Tynex Crimped Nylon in Heavy Rubber &amp; Encased in an Aluminum Cylinder, Body &amp; Cover of Non-Corrosive Aluminum Baked Enamel Finish or Approved Equal.</td>
</tr>
<tr>
<td>Rental Golf Bag, Approx 33&quot; High, 7&quot; round opening, Heavy Duty, Double stitch nylon, &quot;Rental&quot; screened on side of bag, Colors: Navy or Black, Hornung's Brent or Approved Equal.</td>
</tr>
<tr>
<td>Rental Golf Bag Cart. All Steel Construction, Two (2) 12&quot; Ball Bearing Wheels, Black finish, soft rubber base, bag rest, Removable curved handle, Hornung's #10190 or Approved Equal.</td>
</tr>
<tr>
<td>Portable Electric Spot Sprayer. 15 Gal. Northern Tool &amp; Discount Equipment, #2681 or Approved Equal.</td>
</tr>
<tr>
<td>Portable Electric Spot Sprayer. 25 Gal. Northern Tool &amp; Discount Equipment, #26812 or Approved Equal.</td>
</tr>
<tr>
<td>Hole Cutter, Level Action, Metal, Par-Aide, #100139. No Substitute.</td>
</tr>
<tr>
<td>Club Washer Complete, Par-Aide, 251-02 or Approved Equal.</td>
</tr>
<tr>
<td>Ball Mark Repair Tool - Standard 27200. No Substitute</td>
</tr>
<tr>
<td>Cup Setter, Zinc, Standard / Par-Aide or Approved Equal</td>
</tr>
<tr>
<td>36&quot; Aluminum Rake, Standard / Par-Aide or Approved Equal</td>
</tr>
<tr>
<td>Sand Trap Rakes, Bunker Pro Rakes, Par-Aide 980-I or Approved Equal</td>
</tr>
</tbody>
</table>
SECTION 3
TECHNICAL SPECIFICATIONS

12 Cup, Aluminum (9 per Carton) Standard / Par-Aide or Approved Equal.
13 Cup, Plastic, White Regulation, Standard / Par-Aide or Approved Equal.
14 Flag Poles - 7FT Ferrule Base, Yellow/Black Standard, 26112 Par-Aide, 74507 or Approved Equal.
15 Flag Poles, 8FT Par-Aide, 745-08, Standard or Approved Equal
16 Flags, Red-White-Blue-Yellow, Solid or Checkered, Triple Zig-Zag Stiched Borders 400 Denier Nylon, Polyurethane Coating on Back, Mildew Resistant, Prestige Flags or Approved Equal.
17 Flags, Nylon, 14"X20", Numbered 1-9, Must be Available in Red, Blue with white numbers, and white with black numbers, and facility logo, Par-Aide Standard or Approved Equal.
18 Practice, Green Markers, Set of Nine (9), 9 170-02, Par-Aide or Approved Equal.
19 3~1/2" Tee Marker, Colors (Black, Blue, White, Yellow), Standard 0560 1-02-03-05 or Approved Equal
20 Solid Steel Marker, 5" Diameter, Minimum 5" Spike, Colors (Red, White, Blue), Standard #05200, #05201, #05202, #05203, or Approved Equal.
21 Plastic Turf Stakes, with Surf Spike for Positioning, for use with rope or ornamental chain, 36" Height, 12 per case, Standard #38750 or Approved Equal.
22 Stainless Steel Distance Marker, Standard 09200, 09201, 09292. No Substitute.
23 Brush, Spike, Tynex Black, Nylon Bristles, (5/100's Thick), Par-Aide #550 or Approved Equal
24 Driving Range Mat - Virtual Turf Mat or Approved Equal
25 Marking Paint Tournament, 20 Fluid OZ Cans, 12 Cans per Case, Red/Green, yellow/White, Easy Marker, Power paint cartridge, Fox Valley Sys Inc Manufacturer. No Substitute
26 Rubber Golf Tees to be used with Mats, 100 per package, Hornung's #RRTIO or Approved Equal
27 Rubber Tees for Virtual Turf Mat. FMP International Product or Approved Equal.
28 Rope, Polypropylene, 1/4" Yellow, Sunshine Cordage, #40-005 or Approved Equal.
29 Tee Towels, Disposable, 14"X24", 200 per Case, Standard #04969 or Approved Equal.
30 Tee Towels, 200 per Case, (14"X24") with Brass Grommet for Fastening to Ball Washer, Standard #04970 or Approved Equal
31 Trash Basket, Wire, Standard Golf, Standard #13Z00, or Approved Equal
32 Trash Basket, Wire, Large Golf, 20 Gallon Capacity, Standard #13978 or Approved Equal.
33 Mr. Chain Standard 38603 - 38703 - 38803 or Approved Equal
34 Stainless Steel Stick #008900. No Substitute
35 Plastic Range Basket, 100-105 Ball Capacity
36 Plastic Range Basket, 70-75 Ball Capacity
37 Plastic Range Basket, 25-30 Ball Capacity

- - 15 - -

Revised 6/18/12
### SECTION 3
**TECHNICAL SPECIFICATIONS**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>8FT Stationary Bag Storage Rack. Double Shelf, Steel Frame, Plastic Shelving</td>
</tr>
<tr>
<td>39</td>
<td>Starter Podium, Hinged Top/Hinged Back Door</td>
</tr>
<tr>
<td>40</td>
<td>3.5 Gal Slim Slat Divot Mix Container, Flat Lid Included</td>
</tr>
<tr>
<td>41</td>
<td>Gang Picker / Replacement Basket. Various sizes</td>
</tr>
<tr>
<td>42</td>
<td>Seed &amp; Soil Butler with Wire Stand, Standard, 18970 or Approved Equal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>GROUP II : Golf Clubs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pro Staff Woods 1, 3, 4, 5, Wilson Golf Company</td>
</tr>
<tr>
<td>2</td>
<td>Pro Staff Irons 3, 4, 5, 6, 7, 8, 9, PW, SW, Putter, Wilson Golf Company</td>
</tr>
<tr>
<td>3</td>
<td>Titleist / Cobra Rental Clubs, Complete Set with Bag, Woods (1, 3), Irons (3, 4, 5, 6, 7, 8, 9), PW, SW, Putter, DCI Model Gravity</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>GROUP III : Golf Signage &amp; Associated Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cuplees Putting / Chipping Target, Standard 9090 or Approved Equal</td>
</tr>
<tr>
<td>2</td>
<td>Turfstone Tee Signs, Standard 65150, 65350, 65450, or Approved Equal</td>
</tr>
<tr>
<td>3</td>
<td>Turfstone Tee Sign Posts, Standard, 65216, 65226, 65236, or Approved Equal</td>
</tr>
<tr>
<td>4</td>
<td>Tee Sign Ground Anchor, Standard 65205 or Approved Equal</td>
</tr>
</tbody>
</table>
SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: __________________________________________

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

OPENING: 2:00 P.M.
Wednesday
October 10, 2012

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all
taxes. Tax Exemption Certificate furnished upon request.

Issued by: ISD/PM  Date Issued:  This Bid Submittal Consists of
Josh  9-26-12  Pages 17 through 24
Brown

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal.
Such other contract provisions, specifications, drawings or other data as are attached or incorporated by
reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown
above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or
services described in the accompanying Bid Submittal Requirement.

Title:
Golf Course Supplies And Accessories

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.  ACCEPT

COMMODITY CODE

Procurement Contracting Officer  Josh Brown

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID
SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL
PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-
RESPONSIVE.
This contract will establish a Pre-Qualification Pool for each Group listed below. Please choose Yes or No to each Group to identify the product(s) that your company can supply.

<table>
<thead>
<tr>
<th>Group I : GOLF EQUIPMENT, TOOLS, ACCESSORIES</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP II : GOLF CLUBS</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>GROUP III : GOLF SIGNAGE &amp; ASSOCIATED MATERIALS</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

Additional Groups or Items may be added or modified as necessary by the County. The User Department will provide specific details of all spot market quotes on as needed when needed basis.
<table>
<thead>
<tr>
<th>Reference Section</th>
<th>Summarized Requirements: Refer to the details in Section 2, Paragraph 2.6, sub-paragraph (l) requiring Three (3) business references to whom you have supplied Golf Supplies and/or Accessories.</th>
<th>Initial as completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2, Paragraph 2.6.1.(l)</td>
<td>Client Reference Letter #1</td>
<td></td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Telephone Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact E-mail address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products you have supplied to this Reference:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 2, Paragraph 2.6.1.(l)</td>
<td>Client Reference Letter #2</td>
<td></td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Telephone Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact E-mail address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products you have supplied to this Reference:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 2, Paragraph 2.6.1.(l)</td>
<td>Client Reference Letter #3</td>
<td></td>
</tr>
<tr>
<td>Company Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Title:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Telephone Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact E-Mail Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products you have supplied to this Reference:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Section</td>
<td>Summarized Requirements: Refer to the details in Section 2, Paragraph 2.6, sub-paragraph (II) to verify your Contact Information Requirements</td>
<td>Initial as completed</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
</tbody>
</table>
| Section 2, Paragraph 2.6.(II) | **Primary Contact Information:**  
Primary Contact Name:  
Address:  
E-Mail Address:  
Contact Phone Number:  
Cellular Phone Number:  
Fax Number: | **Secondary Contact Information:**  
Secondary Contact Name:  
Address:  
E-Mail Address:  
Contact Phone Number:  
Cellular Phone Number:  
Fax Number: |
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHERVER APPLIES

PART I:

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

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

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: __________________________________________

AUTHORIZED SIGNATURE: ___________________________ DATE: __________

TITLE OF OFFICER: __________________________________________
Bid Title: Golf Course Supplies And Accessories

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

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

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

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

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

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: ______________. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

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

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program
For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes ________ No ________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes ________ No ________
Firm Name: ____________________________

Street Address: ____________________________

Mailing Address (if different): ____________________________

Telephone No.: ____________________________ Fax No.: ____________________________

Email Address: ____________________________ FEIN No. ___/-/___/___/___

Prompt Payment Terms: ____% ____ days net ____days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: ____________________________ (Signature of authorized agent)

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

Print Name: ____________________________ Title: ____________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
APPENDIX

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

**Contract No.:**
**Identification Number (FEIN):**

<table>
<thead>
<tr>
<th>Affidavits and Legislation/ Governing Body</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Miami-Dade County Ownership Disclosure</td>
</tr>
<tr>
<td>Sec. 2-8.1 of the County Code</td>
</tr>
<tr>
<td>County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code</td>
</tr>
<tr>
<td>Section 2-8.1.2(b) of the County Code</td>
</tr>
<tr>
<td>Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</td>
</tr>
<tr>
<td>5. Miami-Dade County Debarment Disclosure</td>
</tr>
<tr>
<td>Section 10.38 of the County Code</td>
</tr>
</tbody>
</table>

**Printed Name of Affiant**
**Printed Title of Affiant**
**Signature of Affiant**

**Name of Firm**
**Date**

**Address of Firm**
**State**
**Zip Code**

**Notary Public Information**

Notary Public – State of ___________________ County of ___________________

Subscribed and sworn to (or affirmed) before me this __________________ day of, ___________ 20__________

by ________________________________ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced ________________________________

Signature of Notary Public

Print or Stamp of Notary Public

Serial Number

Expiration Date

Notary Public Seal

Page 1 of 3

Revised 1/12/12
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

______________________________  ________________________________
Signature                      Date
SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent

Project/Contract Number

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

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

(please duplicate this form if additional space is needed)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
</tr>
<tr>
<td>M</td>
<td>F</td>
<td>White</td>
<td>Black</td>
<td>Hispanic</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Signature of Bidder/Respondent

Print Name

Print Title

Date

SUB 100 Rev. 6/12
From: Brown, Josh (ISD)  
Sent: Tuesday, September 18, 2012 10:49 AM  
To: Walters, Vivian (RER)  
Subject: RQPR1200023 Golf Course Supplies and Accessories Pre-Qual Bid Preference Recommendations  
Attachments: DBD Form for IB7780 Golf Supplies.doc; IB7780-4-12-4 Award Sheet.pdf; Scope of Work for 7780.docx; Draft ITB for Replacement Contract for IB7780-4-12-4.docx  
Importance: High

Good Morning Vivian,

I would like to submit a new contract for review. Please provide any SBE/MSBE recommendations. I am a new PCO1 here in the Procurement Management Division and if you need me to revise any documents or provide additional information, I will be happy to help.

The previous contract (IB7780-4/12-4) was awarded to the lowest priced vendor for specific items. Per the Department's request, the new contract will have 3 separate pre-qualification pools. I have provided a copy of the Scope of Work to explain this. Please keep in mind that since the requirements and types of items in each group differ greatly, some vendors may only qualify to provide products to a single group. This is OK, as long as they meet the minimum requirements of the contract.

If you have any questions or comments, please do not hesitate to contact me via email or by phone.

Thank you for your help and I look forward to working with you in the future.

Regards,

Josh Brown  
Procurement Contracting Officer I  
111 NW 1st Street, Suite 1300, Miami, FL 33128  
PH: 305-375-4725  Fax: 305-375-4407  
joshbro@miamidade.gov
See below estimates per group.

Thanks,

Carmen De Nobrega  
Park Service Officer 3  
Miami-Dade County Parks, Recreation and Open Spaces Department  
Golf Division office  
(305) 829-8456 ext 228 phone / (305) 829-8457 fax  
www.miamidade.gov/parks  
"Delivering Excellence Every Day"

Good Morning Carmen,

I received the email below from the Small Business Development Division. They are reviewing the proposed contract for Golf Course Supplies and are asking for an approximate breakdown on the dollar values for each group. I know the 5-Year total for the contract is $300,000.00 ($60,000.00/Year). Would you please review each group and offer an approximate value?

- **Group 1:** Golf Equipment/Tools/Accessories $175,000
- **Group 2:** Golf Clubs $50,000
- **Group 3:** Golf Signage & Associated Materials $75,000

Thank you very much for your help. If you have any additional questions, please do not hesitate to contact me via email or by phone.

Have a great day,

Josh Brown  
Procurement Contracting Officer 1  
111 NW 1st Street, Suite 1300, Miami, FL 33128  
PH: 305-375-4725 Fax: 305-375-4407  
joshbro@miamidade.gov
From: Walters, Vivian (RER)  
Sent: Wednesday, September 19, 2012 9:23 AM  
To: Brown, Josh (ISD)  
Cc: Johnson, Laurie (RER)  
Subject: RE: RQPR1200023 Golf Course Supplies and Accessories Pre-Qual Bid Preference Recommendations

Josh,

Good Morning!

Would you please confirm what the dollar values are for the following groups, if possible:

- Group 1
- Group 2
- Group 3

Regards,

Vivian O. Walters, Jr.
Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, Fl 33128
walterv@miamidade.gov
Office (305) 375-3138 | Fax (305) 375-3160
"Delivering Excellence Every Day"

"For the New Project Review & Analysis Process"

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From: Brown, Josh (ISD)  
Sent: Tuesday, September 18, 2012 10:49 AM  
To: Walters, Vivian (RER)  
Subject: RQPR1200023 Golf Course Supplies and Accessories Pre-Qual Bid Preference Recommendations  
Importance: High

Good Morning Vivian,

I would like to submit a new contract for review. Please provide any SBE/MSBE recommendations. I am a new PCO1 here in the Procurement Management Division and if you need me to revise any documents or provide additional information, I will be happy to help.

The previous contract (IB7780-4/12-4) was awarded to the lowest priced vendor for specific items. Per the Department’s request, the new contract will have 3 separate pre-qualification pools. I have provided a copy of the Scope of Work to explain this. Please keep in mind that since the requirements and types of items in each group differ
greatly, some vendors may only qualify to provide products to a single group. This is OK, as long as they meet the minimum requirements of the contract.

If you have any questions or comments, please do not hesitate to contact me via email or by phone.

Thank you for your help and I look forward to working with you in the future.

Regards,

Josh Brown
Procurement Contracting Officer 1
111 NW 1st Street, Suite 1300, Miami, FL 33128
PH: 305-375-4725 Fax: 305-375-4407
joshbro@miamidade.gov
Good morning Vivian,

Here is a screen shot of the description under this commodity code. Thanks.

Ana M. Rioseco, Procurement Contracting Officer /  
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