DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New  OTR  Sole Source  Bid Waiver  Emergency  Previous Contract/Project No.  
Contract  Re-Bid  Other  LIVING WAGE APPLIES: YES  X NO  
Requisition No./Project No.: RQPR1200025  TERM OF CONTRACT Upon Installation YEAR(S) OTR

Requisition /Project Title: Swimming Pool Covers

Description: To purchase three swimming pool covers for Miami-Dade Parks, Recreation and Open Spaces Department

Issuing Department: ISD  Contact Person: Lina Bonilla  Phone: 305-375-2173  
Estimate Cost: $75,000.00  GENERAL  FEDERAL  OTHER  
Funding Source: General / Proprietary

ANALYSIS

| Commodity Codes: 650-66 |

Contract/Project History of previous purchases three (3) years
Check here if this is a new contract/purchase with no previous history.

| Contractor: |
| Small Business Enterprise: |
| Contract Value: $ |

Comments:

Continued on another page(s):  X YES  NO

RECOMMENDATIONS

| SBE |

Set-aside  Sub-contractor goal  Bid preference  Selection factor

Basis of recommendation:

Signed: Lina Bonilla  Date sent to SBD: 9/14/2012

Date returned to DPM:

Revised April 2012
INVITATION TO QUOTE
MIAMI-DADE COUNTY
Department of Procurement Management
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1974

QUOTATION NO.: DUE DATE: TIME: 2:00 PM

QUOTATION TITLE: Swimming Pool Blankets

CONTACT PERSON: Lina Bonilla
E-mail: lbonill@miamidade.gov
PHONE: 305-375-2173 FAX: 305-375-4407

For additional information see Instructions to Vendors, and Terms and Conditions

The Cone of Silence is applicable to this Invitation to Quote. Requests for additional information or clarification shall be made via email to the contact person identified on this form. A copy must be filed with the Clerk of the Board to CLERKBCC@miamidade.gov.

Section 1
Special Conditions

1.1 Purpose
The purpose of this Invitation to Quote (ITQ) is to furnish and install three swimming pool blankets for the Miami-Dade Parks, Recreation and Open Spaces Department.

1.2 Method of Award
Award of this contract will be made to the responsive and responsible vendor who submits an offer on all items listed in the ITQ and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

1.3 Small Business Contract Measures

1.4 Delivery / Installation
The vendor shall make deliveries within 45 calendar days after the date of the order to the following sites:
- Palm Spring North (7901 NW 175 Street, Miami FL 33015)
- A.D. Barnes (3401 SW 72 Avenue, Miami FL 33155)
- Tamiami Pool (11201 SW 24 Street, Miami FL 33165)
When the pool blankets are delivered to the sites, the vendor will have factory authorized personnel install the product within 14 days after delivery and acceptance of the product by the County. The vendor shall supervise the initial installation of the pool blanket. The pool blanket fit is the responsibility of the vendor. The vendor shall pick up any pool blankets found unacceptable due to improper fit or other perceived difficulty of operation. The installation will be inspected by an authorized County representative. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

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

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

1.5 Shipping Terms
Vendors 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.

1.6 Equal Product Can Be Considered
The manufacturer’s name and brand name contained in this ITQ are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer’s equal product. If the vendor is offering an approved equal, product specifications, bulletins, proof of compliance with American Society for Testing and Materials (ASTM) and operations manuals shall be submitted with its offer. The County shall be the sole judge of the proposed product’s equality and its decision shall be final. The County may, at its sole discretion and in its best interest, allow vendors to complete, supplement or supply the required documents during the evaluation period. Should the County require further clarification regarding the product or any of its components, this information shall be requested from the vendor. The vendor shall have two (2) working days to supply the requested information
1.8 **Site Visit Highly Recommended**

It is highly recommended that vendors and a representative of the manufacturer visit the pool sites to confirm measurements and become familiar with any conditions which may in any manner affect the work, materials and labor required prior to ordering. No additional allowances will be made because of lack of knowledge. The "code of silence" is lifted during the site visit(s) to allow for any questions to be addressed with the representatives from the Miami-Dade County who will be present during the time allotted at the sites. The site visit will commence at the Palm Spring North on **Tuesday, September 2012 at 9:00 am** and will continue in the following order:

- A.D. Barnes (3401 SW 72 Avenue, Miami FL 33155)
- Tamiami Pool (11201 SW 24 Street, Miami FL 33165)

Vendors must arrive promptly to ensure that all attendees have sufficient time to inspect the site. A fifteen (15) minutes grace period will be allowed.

1.9 **Insurance (1) General Service and Maintenance Contract**

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

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

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

B. General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE:** MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ:** MIAMI-DADE COUNTY

| 111 NW 1st STREET |
| SUITE 2340 |
| MIAMI, FL 33128 |

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsive and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event the expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspension period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re_procurement damages from the vendor.
1.10 Warranty
A. Type of Warranty Coverage Required

Signed copies of the manufacturer’s warranty shall be submitted with the initial offer; however, the vendor may be given the opportunity to submit the warranty to the County during the evaluation period. At such time the vendor shall be given fifteen (15) calendar days to submit the information.

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of six 6 year after the date of acceptance by the County of the installed pool cover. The first 3 years shall be full warranty. The balance shall be pro-rated at 60% in the 4th year, 70% in the 5th year, and 80% of the list price in the last year. This warranty requirement shall remain in force regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within 14 calendar days after the County notifies the vendor of such deficiency. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products from another source and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

1.11 Method of Payment

The vendor shall submit an invoice to the County user department(s) that requested the items through a purchase order. The date of the invoices shall not exceed thirty (30) calendar days from the delivery and installation of the pool covers. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the following basic information:

I. Vendor Information:
   • The name of the business organization as specified on the contract between Miami-Dade County and vendor
   • Date of invoice
   • Invoice number
   • Vendor’s Federal Identification Number on file with Miami-Dade County

II. County Information:
   • Miami-Dade County 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

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

In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code payment shall be 45 days from receipt of a proper invoice (30 days to small firms).

1.12 Labor, Materials and Equipment

The vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose.

1.13 Licenses, Permits and Inspection Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.
1.14 Compliance with Federal Standards
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety and Health (NIOSH), and the National Fire Protection Association (NFPA) and approved by the American Society for Testing and Materials (ASTM), and the National Sanitation Foundation International (NSF).

1.15 Accident Prevention and Barricades
Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, the County and the State of Florida Department of Health and Water Program regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

1.16 Cleanup
All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with an authorized representative of the County.

Section 2
Technical Specifications

2.1 Scope
This ITQ is to furnish and install three swimming pool blankets Energy Saver XER or Approved Equal Swimming Pool Blankets to fit and connect to T-Star Model T30 Storage Reel system for the Miami-Dade Parks, Recreation and Open Spaces Department.

2.2 Training
Vendor shall provide training to County employees regarding the use of the product. The bidder shall bear all costs associated with this training including, but not limited to: registration fees; manuals, texts, or other instructional materials.

2.3 Fabrication
A. The cover laminated materials are to be sewn together by Ultra Violet (UV) resistant, polyester thread.
B. 12" to 18" wide, black fabric is to be sewn laterally and parallel with the tensile pull direction in order to reinforce the heavily stressed areas in the center at both ends of the cover.
C. Corners are to be strengthened by folding (doubling) the fabric material.
D. Each 'pull-point' location shall be reinforced with six (6) layers of 12 X 10 woven PE fabric, non-corrosive stainless steel grommets and 1/8" thick T-1 PVC load-dispersing plate.
E. Solid 3/4" diameter white Ultra High Molecular Weight polyethylene (UHMW-PE) dowel coupled with 1/4" solid braided white polyester cord is to be securely tied to the 'pull-point' of the cover for easy cover retrieval.
F. Ladder and rail cut-outs, hinges and rounded corners are to be incorporated into the cover.
G. The ASTM approved safety/warning labels shall be securely attached to each completed pool cover and positioned in such a way that they are visible from and around the pool deck.

2.4 Fabric
A. PE Fabric shall be High Density Polyethylene fabric consisting of clear, UV resistant, woven tapes, protected on both sides with 2 mil Low Density Polyethylene, UV stabilized inhibitor and chemically resistant coating.
B. XER Fabric shall be puncture resistance to a 259 lbs. min (ASTM-D 4833).
C. The combination of film, foam and woven components shall be non-toxic, non-absorbent, non-permeable and buoyant.
D. Color shall be blue upper surface and black under surface.

2.5 Laminate Physical Properties
A. Tensile Strength: 371 lbs. (ASTM-D 5034)
B. Tongue Tear Resistance: 87 lbs. (ASTM-D 2261)
C. Mullen Burst Strength: 500 p.s.i. (ASTM-D 751)
D. Pull Strength: 1,260 p.s.i.
E. Seam Tear Resistance: 85 lbs.
F. Abrasion Resistance: 0.00466 grams/1000 cycles (ASTM-D 3389)
G. Service Temperature: -40 degrees to +180 degrees F
H. KFactor: 0.25 BTU/Square foot/hour/ofinch ASTM D2326

2.6 Pool Size
Below is an estimate of the pool size for each site. These estimates do not include the gutter areas.
A. Palm Springs North – L shaped with a 75' x 45' lap area and 30' x 30' shallow area
B. A.D. Barnes – L shaped with a 75' x 45' lap area and 30' x 30' diving area
C. Tamiami Pool – 75' x 170
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>LOCATION AND DESCRIPTION</th>
<th>Manufacturer, Brand Name and Model No. Being Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>Palm Springs North Pool</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>L Shaped 75' x 45' Lap Area with 30' x 30' Shallow Area</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>1</td>
<td>Installation Charges</td>
<td>$</td>
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<td></td>
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<tr>
<td>3.</td>
<td>1</td>
<td>A.D. Barnes Pool</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>L Shaped 75' x 45' Lap Area with 30' x 30' Diving Area</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>1</td>
<td>Installation Charges</td>
<td>$</td>
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<td></td>
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</tr>
<tr>
<td>5.</td>
<td>1</td>
<td>Tamiami Pool</td>
<td>$</td>
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<tr>
<td></td>
<td></td>
<td>75' x 170' Area</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>1</td>
<td>Installation Charges</td>
<td>$</td>
</tr>
<tr>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>Total Items 1 through 6:</td>
<td>$</td>
</tr>
</tbody>
</table>

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

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

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

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

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

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

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

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

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

Authorized Signature: ____________________________________________ Title: __________________________
Print/Type Name: _______________________________________________ Phone: _________________________
E-mail: _________________________________________________________ Fax: _________________________
Firm Name: ____________________________________________________ F.E.I.N. No.: __________ /
Address: ______________________________________________________ City: __________________________ State: ______

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
SMALL/MICRO BUSINESS CONTRACT MEASURES FOR SOLICITATIONS (Bid Preference)

A 10% bid preference for Micro Business Enterprises (Micro/SBE) applies to this solicitation if the resultant contract is $50,000 or less. A 10% bid preference for Small Business Enterprises (SBE) applies to this solicitation if the resultant contract is greater than $50,000 unless otherwise noted. A Micro/SBE or SBE Business Enterprise must be certified by Small Business Affairs for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact Small Business Affairs at 305-375-3111 or access www.miamidade.gov/sba.

The Micro/SBE or SBE Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

Is your firm a Miami-Dade County Certified Small Business Enterprise?  
Yes ________  No ________
If yes, please provide your Certification Number: ________________________________

Is your firm a Miami-Dade County Certified Micro Business Enterprise?  
Yes ________  No ________
If yes, please provide your Certification Number: ________________________________

Do you accept purchasing/credit cards for these purchases?  
Yes ________  No ________

INSTRUCTIONS TO BIDDERS

1. No sealed quote required. Bidders may submit their written quotation by:
   • Fax (305-375-4407) Contact the specialist by telephone (305-375-5658) prior to sending a faxed quote.
   • Mail / in Person:
     Department of Procurement Management
     111 NW 1st Street, Suite 1300
     Miami, Florida 33128-1974
     Attention: Roslyn Alic-Batson
   • E-mail (alic@miamidade.gov) to the specialist identified on the front of this document.

2. Quotes received after the time and date specified, and after any other quotes have been opened may not be accepted.

3. Requests for additional information or clarification must be made in writing to the person identified on the front of this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all such addenda.

TERMS AND CONDITIONS

1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.

2. The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.

3. In case of default by a successful bidder, Miami-Dade County may procure the goods or services from other sources and charge the bidder, any excess cost or damages occasioned thereby, and debar the bidder from further County contracts in accordance with the Miami-Dade County Code.

4. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.

5. The County may, at its sole discretion, extend the delivery date where the County determines that it is in the best interest of the County.

6. Rejected goods remain the property of the bidder and all risk of loss remains with the bidder. Bidder must remove all rejected goods from County property within the time frame established by the County.

9. The Internal Services Department (ISD) Director, or designee, shall issue an award under this Invitation to Quote. The successful vendor shall honor no request for performance until the ISD Director, or designee, has made an award.

10. Any bidder may protest any recommendation for contract award in accordance with the applicable provisions of the Dade County Code.

11. Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.

TO RECEIVE A COPY OF THE BID TABULATION
To receive a copy of the tabulation of bids, the Bidder must enclose a self-addressed, stamped envelope when submitting the quote.
LEGAL REQUIREMENTS
Bidders are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

The award of this bid solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the bidder operates or performs business. A Post Office Box cannot be used to establish a physical address.

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive, responsible local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses 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. The best and final bid will be requested by the County within five working days of the bid opening. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

COUNTY USER ACCESS PROGRAM (UAP)

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 bidder 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. Bidder 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 bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder 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 bidder 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 bidder 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 bidder 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 of the contract by Miami-Dade County.
INVITATION TO QUOTE
MIAMI-DADE COUNTY
QUOTATION NO. ________

THIS IS NOT AN ORDER

Affirmation of Business Entity Affidavits

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

Contract No.: ____________________________

Federal Employer Identification Number (FEIN): ____________________________

Contract Title: ____________________________

Affidavits and Legislation/ Governing Body

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

2. Miami-Dade County Employment Disclosure
   County Ordinance No. 90-133, amending Section 2.8-1(d)(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 Non-Discrimination
   Article 1, Section 2.8.1.5 (AA) Resolution R182-00 amending R-385-95

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

6. Miami-Dade County Obligation to County
   Section 2-8.1 of the County Code

7. Miami-Dade County Code of Business Ethics
   Article 1, Section 2-8.1(l) and 2-11(h)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code

8. Family Leave
   Article V of Chapter 11 of the County Code

9. Living Wage
   Section 2-8.9 of the County Code

10. Domestic Leave and Reporting
    Article 8, Section 11A-60 11A-67 of the County Code

________________________________________
Printed Name of Affiant

________________________________________
Printed Title of Affiant

________________________________________
Signature of Affiant

________________________________________
Name of Firm

________________________________________
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 __________________________________________

Serial Number __________________________________________

Print or Stamp of Notary Public __________________________________________

Expiration Date __________________________________________

Notary Public Seal __________________________________________