

**ITEMS AWARDED**  
**3287-4/08-3**  
**Continuous Pin-feed Forms Printed**

**PRE-QUALIFIED BIDDERS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES FOR CONTINUOUS PINFEED FORMS, MAILER AND NON-MAILER**

These awarded bidders shall be pre-qualified to participate in Spot Market Purchases as required by the County on a periodic basis. When such requirement is identified, All awarded bidder(s) who indicated on their pre-qualification they can provide item(s) shall be invited to offer a fixed price for the specific item(s). The bidder offering the lowest fixed price on the total order shall be awarded the purchase of the item(s) resulting thereof. The award to one bidder for the item(s) does not preclude the remaining pre-qualified bidder(s) from submitting offers for other specific item(s).

Under Emergency situations the existence of approved artwork, geographic location and/or delivery requirements may determine award.

Spot market pricing procedures shall be initiated by the using County department or by DPM. The "Request for Quote," will be electronically transmitted or faxed to all pre-qualified vendors, each time the County requires a print job for items as stated herein. The pre-qualified vendors shall return quotes to the contact person at or before the time specified therein.

**SPECIAL CONDITIONS**

**METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference 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. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

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

VI. Failure to Comply:

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

**SHIPPING TERMS: F.O.B. DESTINATION**

All spot market quote prices shall be based on F.O.B. Destination (including freight) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various County facilities.

**DELIVERY TIMES SPECIFIED**

The vendor shall only be authorized to deliver items between the hours of 8:00 A.M and 4:00 P.M., unless otherwise instructed on the spot market quotes. Delivery instructions shall be provided by County's user departments during the spot market quote process.

**BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**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 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.

### **DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to approved "Proof" or instructions on the solicitation documents regardless of project completion status. All corrections shall be made and returned to the County within 5 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 5 calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**OVER-RUNS OR UNDER-RUNS:**

Over-runs or under-runs shall constitute an acceptable delivery provided that such over-runs or under-runs shall not exceed ten percent (10%) of the quantity ordered. Payment for these acceptable over-runs or under-runs shall be charged or credited to the County proportionately.

**PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:**

The successful bidder 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
- Form Number
- Form Title
- Quantity Delivered – number of boxes and number of forms.
- Whether special handling is required, such as storage in air conditioned environment.

Additionally, to facilitate distribution by storage facility staff, all boxes shall have a sheet attached on the outside with the following information shown:

- Form number
- Form Title
- Quantity in the box
- Date Forms were printed
- Purchase Order Number

**QUALITY OF DYE STRUCK GOODS:**

All work performed by the vendor shall be consistent with the quality of work performed by craftsmen skilled in their particular trades. All printed forms shall be dye struck from clean, sharp embossing dies, unless instructed otherwise on the spot market solicitation. Dies shall be maintained in first class condition during contract period, so that impressions are free from breaks or any minute imperfections. Trimming tools shall be maintained so that each is cleanly trimmed with no overhand or irregularities in outer shape.

**SHELF LIFE OF STOCK**

The successful bidder(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County. Delivered forms shall have a shelve life of no less than one year after delivery or will be replaced at no cost to the County. The County will store forms in air conditioned environment only if instructed to do so on the delivery documents or in writing before delivery.