

ADDENDUM NO.: 2

February 21, 2006

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID NO.: 4703-5/16-OTRRevised, Signs, Road and Traffic
Related Materials

BID OPENING: Wednesday, February 22, 2006, 2:00 P.M.

This Addendum is and does become a part of the above mentioned bid solicitation.

Miami-Dade Procurement Management Department has been informed of an Addendum 2, in a form of Section 1 General Terms and Conditions, received by prospective bidders on February 15, 2006. We conducted a thorough investigation in this matter to see where the addendum came from. We were unsuccessful in finding the corporate of the addendum; therefore, the addendum 2 received by prospective bidders should be disregarded and is not part of bid solicitation 4703-5/16-OTRRevised.

This addendum will be the only addendum 2 to this bid solicitation. There will not be any other addendum after this one. If there are any questions or concerns, feel free and contact me by e-mail at hramsey@miamidade.gov.

ALL OTHER INFORMATION REMAINS THE SAME

Herman Ramsey, Senior Procurement Contracting Agent
Department of Procurement Management

Cc: File
Clerk of the Board

ADDENDUM NO.: 1

February 3, 2006

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID NO.: 4703-5/16-OTR, Signs, Road and Traffic Related, Bus Stop Posts, Anchors, Related Hardware, and Route Designator Sign Panels

BID OPENING: Wednesday, February 22, 2006, 2:00 P. M.

This Addendum is and does become a part of the above mentioned bid solicitation.

Bid solicitation, 4703-5/16-OTR, has been replaced with bid solicitation, 4703-5/16-OTRRevised.

ALL OTHER INFORMATION REMAINS THE SAME

Herman Ramsey, Senior Procurement Contracting Agent
Department of Procurement Management

Cc: File
Clerk of the Board



BID NO.: 4703-5/16-OTRREVISED

**OPENING: 2:00 P.M.
WEDNESDAY
February 22, 2006**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

SIGNS, ROAD AND TRAFFIC RELATED MATERIALS FOR A PERIOD OF FIVE (5) YEARS WITH COUNTY OPTION TO RENEW FOR ADDITIONAL FIVE (5) YEAR PERIODS.

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

- BID DEPOSIT AND PERFORMANCE BOND:** NA
- CATALOGUE AND LISTS:**..... SEE SECTION 2.0 PARA 2.23
- CERTIFICATE OF COMPETENCY:** NA
- EQUIPMENT LIST:**..... NA
- EXPEDITED PURCHASING PROGRAM (EPP)** NA
- INDEMNIFICATION/INSURANCE:**..... NA
- LIVING WAGE:** NA
- PRE-BID CONFERENCE/WALK-THRU:**..... NA
- MEASURES:**..... NA
- SAMPLES/INFORMATION SHEETS:** SEE SECTION 2.0 PARA 2.29
- SECTION 3 – MDHA:**..... NA
- SITE VISIT/AFFIDAVIT:** NA
- USER ACCESS PROGRAM:**..... SEE SECTION 2.0 PARA 2.21
- WRITTEN WARRANTY:** NA

FOR INFORMATION CONTACT:

Herman Ramsey at hramsey@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

COMPLETE AND RETURN ALL AFFIDAVITS WITH BID SUBMITTAL FORM

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 23REVISED OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 23REVISED OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 4703-5/16-OTRREVISED

Title: SIGNS, ROAD AND TRAFFIC RELATED MATERIALS

Sr. Procurement Contracting Agent: Herman Ramsey

Bids will be accepted until 2:00 p.m. on February 22, 2006

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

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

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

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS**1.1. DEFINITIONS**

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

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

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

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

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

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

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

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

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

B. Vendor Registration

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

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

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

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

SECTION 1

GENERAL TERMS AND CONDITIONS

- or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
 - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
 - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
 - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
 - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
 - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
 - F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
 - G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an

SECTION 1
GENERAL TERMS AND CONDITIONS

appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or 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 describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

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

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor

operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a 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 2005. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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

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.

- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

SECTION 1

GENERAL TERMS AND CONDITIONS

and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The foregoing Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.

SECTION 1
GENERAL TERMS AND CONDITIONS

The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

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 will be accessed by County departments in order to obtain price quotations for the provision of Signs, Road and Traffic Related Materials.

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

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) 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 the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro 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.

2.3 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 Department of Procurement Management, Purchasing 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, and shall expire on the last day of the sixty (60) month period. It shall be the sole prerogative of Miami-Dade County to review the initial sixty (60) months on an annual basis.

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

2.5 OPTION TO RENEW (5) FIVE ONE YEAR PERIODS

At the completion of the sixty (60) months of the original contract term, Miami-Dade County shall have the option to renew for an additional five (5) years on a year to year basis maintaining the same structure and purchasing format. Continuation of the contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

In the event that the bidder declines the County's right to exercise the option period, the County will consider the successful bidder in default and may affect it's eligibility for award on future contracts.

2.6 METHOD OF AWARD TO PRE-QUALIFIED BIDDERS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES

It is the intent of this bid to qualify a group of bidders who are capable of providing signs, road, traffic and related materials in a timely manner.

Award of this contract will be made to all responsive, responsible bidders for the manufacturer's line for those items described in Section 3.0 Technical Specifications, Paragraph 3.2, and who meet the minimum criteria as established below. When such spot market purchases are identified, the awarded bidders shall be invited to offer a fixed price for a specific purchasing period. The Bidder offering the lowest fixed price shall be awarded the purchase for the specific period.

The award to one Bidder for that period does not preclude the ability of the remaining pre-qualified Bidders from submitting offers for other specific periods.

Pre-Qualification Criteria:

The Bidder Shall:

- A. Be an authorized dealer or manufacturer/distributor of sales for items listed in Section 3.0 Technical Specifications, Paragraph 3.2. Be able to provide a letter from the manufacturer, stating that the Bidder is an authorized dealer/distributor of the manufacturer.
- B. Be regularly engaged in providing signs, road and traffic related materials, and delivery service for a minimum of three (3) years.
- C. Maintain an office. This facility shall be staffed by competent company representatives who can be contacted Monday thru Friday 8:00 A.M. to 5:00 P.M.
- D. Maintain a working telephone, separate facsimile lines, and E-Mail address to expedite quotes.

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

- E. Provide three (3) reference letters where you have provided signs, road and traffic related materials, and delivery service (Large commercial business and/or Government Agencies) from which the bidder has an established business relationship regarding the commodity items for at least three continuous years.

Bidder(s) shall be placed on a pre-qualification list that may be accessed by County department(s) in order to obtain price quotations.

ORDER PROCESSING

Individual orders will be processed using pricing information obtained from participating bidders. Orders will be awarded to the vendor offering the lowest pricing for the item(s) in that order.

Where it is determined that there is a tie between two or more bidders for the award of an order, a determination of low bidder will be made in accordance with County ordinances and policies.

For purposes of this solicitation, an order involves one or more items, which are part of a solicitation, and is accompanied by quotes from participating bidders contacted for that solicitation. The lowest bidder within the contacted group will be awarded the order.

If one or more items on an order are determined to be unavailable from a bidder who has offered the best and lowest pricing for that order, the entire order may then be placed with the vendor with the best pricing who is able to completely fill that order. An item will be determined to be unavailable if a vendor is unable to deliver that item within the period specified in the department Request for Quote Form.

QUOTE PROCEDURES:

All vendors per manufacturer line will be contacted for quotes on an as needed when needed basis. Each quotation request will include the following: items to be purchased; due date, time and location for delivery of supplies; due date and time for quotation submittal and any other special instructions. Facsimiles are acceptable, unless the request for quotation requires sealed quote responses.

Pre-qualified Bidders will be solicited for price and availability of items as needed. A list of items will be faxed to the approved bidders who indicated on the pre-qualification form the items they can supply. Facsimile quotes must be faxed back within the time frame specified in departments' request for quote form. *The prices quoted will remain fixed for a period of one hundred and eighty (180) calendar days from date quotation is due.* If required, the County will note special shipping requirements. In those cases, the prices quoted by the bidders shall be inclusive of any additional shipping cost. The successful bidder(s) shall be notified of their award. Deliveries shall be invoiced against existing blanket purchase orders.

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

No quotes are necessary for purchases under \$500.00. In emergency situations or for purchases under \$500.00, availability of materials and geographic location of the vendor may be the deciding factor in quotation requests and/or award of some orders.

SAMPLES MAY BE REQUIRED:

There may be times when departments required bidders to submit a sample for the goods to be supplied for evaluation to determine the successful bidder, and at no cost to the County. When samples are required, the Department shall specified "Samples Are Required for Evaluation" on quote form. When bidders fails to submit samples, department may notify the bidder in writing and specified date/time when to submit samples. When bidder failed to comply within the specified date/time, bidder quote shall be deemed non-responsive. All samples shall become the property of Miami-Dade County.

MANUFACTURER CERTIFICATION OF DEALER:

Bid Submittal Forms submitted by other than the materials/supplies manufacturer, shall include a signed letter from the manufacturer, on the manufacturer letter head, stating that the bidder is an authorized dealer/representative of the manufacturer.

2.7 INTENTIONALLY OMITTED

2.8 INTENTIONALLY OMITTED

EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA IF REQUIRED IN A REQUEST FOR QUOTE

There may be times when the manufacturer's name, brand name and/or model number information contained in the Request for Quote Form are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Request For Quote Form.

Each Request for Quote Form only require may submission of the following documentation to enable County evaluation of "equal" products:

- : Product Information Sheets
- : Product Samples with Initial Offer
- : Product Samples Upon Specific Request
- : Product labels
- : Performance Test Results

If an "equal" product may be considered by the County in accordance with the Request For Quote Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offer 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 offer shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the offer being deemed non-responsive for not meeting the solicitation specifications.

If samples of all “or equal” 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 requirement may result in your offer being deemed non-responsive.

For “equal” 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 “or equal” item offered. Failure to meet this requirement may result in your offer being deemed non-responsive.

The County Departments shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Departments Request for Quote Form are the only products that will be accepted.

- 2.10 **INTENTIONALLY OMITTED**
- 2.11 **INTENTIONALLY OMITTED**
- 2.12 **INTENTIONALLY OMITTED**
- 2.13 **INTENTIONALLY OMITTED**
- 2.14 **INTENTIONALLY OMITTED**

SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS

2.15 **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

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

- 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 at various Miami-Dade County Departments.

2.17 **DELIVERY OF SIGNS, ROAD AND TRAFFIC RELATED, BUS STOP POSTS, ANCHORS, RELATED HARDWARE, AND ROUTE DESIGNATOR SIGN PANELS:**

The bidder shall make deliveries of signs, road and traffic related materials within the calendar days stated in the faxed quote. In cases where the delivery and availability will be delayed, Department should be notified and upon the departments approval, a revised delivery schedule can be negotiated. Otherwise, should the bidder to whom the order is awarded fail to deliver or avail signs, road and traffic related materials in the number of days as stated in its faxed quote to the user department, the department shall cancel the order with the low bidder and place the order with the next low bidder based on the total order amount for the remaining faxed quote item(s).

EMERGENCY DELIVERIES:

Emergency deliveries may be required upon verbal or written notification, on an as needed when needed basis.

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

The user Departments shall not allow any back order situations under this contract. Accordingly, the bidder is required to deliver all items to the departments within the time specified in their request for quote. In the event that the bidder fails to deliver the products within the time specified the user department reserves the right to cancel the order, seek the items from next low bidder.

2.19 **INTENTIONALLY OMITTED**

2.20 **CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, E-Mail Address:hramsey@miamidade.gov.

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

2.21 **COUNTY USER ACCESS PROGRAM (UAP) EXEMPT FROM FEDERAL FUNDS**

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.

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

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 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific several County Departments, 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 pre-qualified bidder(s) at the contract discounted percentage price(s) established herein.

2.23 CATALOGS AND PRICE LISTS SHOULD BE SUBMITTED WITH OFFER

The bidders shall provide the County with its bid submittal form a copy of their most recent published manufacturer catalogs and/or price lists. Upon request, the bidder shall provide additional sets of the manufacturer's product catalogs and/or price lists at no cost to the County.

2.24 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

2.25 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 Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

2.26 ENVIRONMENTALLY ACCEPTABLE PACKAGING

Effective June 16, 1992, all contracts in excess of ten thousand (\$10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent

package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, vendors shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the vendor shall be given the opportunity to provide the information during the offer evaluation period. At such time, the vendor shall be given fifteen (15) calendar days to submit this information.

Vendors wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

**SECTION 2 SPECIAL CONDITIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

2.27 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.28 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; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.29 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any procurement costs incurred by the County.

2.30 PRODUCT RETURNS:

The County may elect to return to a vendor a purchased item within thirty (30) days of receipt and acceptance of that item by the County. Items will be returned in their original cartons, and packing material with all original documentation. The vendor may supply a pre-authorized return receipt for returned items.

If an item is returned because it does not meet performance or functional specifications as promised by the product's manufacturer, then all return costs will be borne by the vendor. The department may return items for reasons other than those mentioned above. In these cases, the department will determine a reasonable re-stocking fee. This restocking fee shall not exceed 5% of the cost of the item being returned.

**SECTION 3 TECHNICAL SPECIFICATIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

3.1 SCOPE:

It is the intent of this contract to pre-qualify bidders to participate in Spot Market Purchase for the acquisition of various Signs, Road, and Traffic Related Materials.

All traffic signs furnished shall conform to these specifications.

- A. Standard Highway Signs Manual published by the U. S. Department of Transportation, 1979 or latest revision thereof.
- B. Manual of Uniform Traffic Control Devices for Streets and Highway (ANSI D6.1) published by the U. S. Department of Transportation.
- C. FDOT Manual on Traffic Controls and Safe Practices for Street and Highway Construction Maintenance and Utility Operations.
- D. FDOT Standard Specifications for Road and Bridge Construction, latest revision.
- E. Reference Guide: Standard Alphabets for Highway Signs and Pavement Makings, published by the U. S. Department of Transportation.

REGULATORY AND WARNING SIGNS (R AND W TYPE)

3.2 GENERAL

Regulatory and Warning sign designation numbers refer to those listed in ANSI Standard D6.1 Standard Highway Signs Manual, and those sign faces shall conform to standards as to size, sign text, symbols and colors.

SIGN PANEL

The panel shall be of domestic aluminum 5052-H38 Alloy, .080 and its finish shall be Alodine 1200 using the power spray seven step or dip method free from burrs or sharp edges. The surface shall be flat and smooth with dents.

REFLECTIVE SHEETING

The reflective sheeting shall be in conformance with U. S. Department of Transportation Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-79-Section 633.06. Reflective sheeting and material for screening process shall be supplied by a single manufacturer and shall be manufactured by the *3M Company* or approved equal.

FABRICATIONS

Fabrication of signs shall conform to the requirements of the FDOT Standard Specifications for Road and Bridge Construction, latest supplement thereof. Material for screen-on text and symbols shall be compatible with the background material as recommended by the manufacturer of the background.

**SECTION 3 TECHNICAL SPECIFICATIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS****DIRECTIONAL AND INFORMATIONAL SIGNS (1 TYPE)****GENERAL**

Individual Department Purchase Orders will provide sign text for units to be purchased. The bidder shall prepare shop drawings for directional signs and post assemblies and submit with Request for Quote Form for approval. Directional and informational signs and post assemblies shall be designated for 90 miles per hour wind loading. Other signs shall be fabricated for mounting and posts shall conform to the requirement of Article 3-05, Sign Posts.

SIGN PANEL

Sign panels shall be .080 aluminum meeting the requirements of the Aluminum Association Alloy 6061-T6 or 5052-H38 and ASTM Designation B209. The panels shall be degreased, etched, neutralized and treated with Alodine 1200, Iridite 14-2, Bonderite 721 or approved equal before background or lettering is applied.

REFLECTIVE SHEETING

Reflective Sheeting shall be in conformance with U. S. Department of Transportation Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-79-Section 633-06.

Engineering Sheeting shall be Type II and High Intensity Grade shall be Type III. Type of adhesive, Class 1 pressure sensitive or Class 2 heat activated, shall be at the option of the fabrication. Application of the sheeting shall be in conformance with the FDOT Standard specifications and recommendations of the sheeting manufacturer. Sheeting shall be as manufactured by the *3M Company* or approved equal.

LOGO COLOR

Colors for Miami-Dade Logo, blue and green, shall match samples supplied by the County Department. (Imron Blue No. 6544U and Imron Green No.5081 UH). This logo will accompany departments Request for Quote Form.

Panel Framing and Posts: Panel wind beams, stiffeners and posts shall be of an aluminum, 6061-T6 alloy conforming to ASTM Designation B221 or B308.

EXECUTION OF WORK

The vendor shall execute all work in accordance with the best sign construction practices, Section 700 of the Florida DOT Standard Specifications and recommendations of the sheeting manufacturer.

**SECTION 3 TECHNICAL SPECIFICATIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

All work shall be first class workmanship in accordance with the best trade practices. All sign panel cutting, fabrication, and assembly will be done in the factory and shipped to the job site as one complete unit. All mechanical fasteners shall match color and finish of the sign area where they occur. All exposed metal surfaces shall be smooth with unblemished finish.

All signs shall be flat, true, and free from waviness. All exposed surfaces shall deviate from flat by no more than 1/16-inch in any 36-inch distance.

All message pattern applications shall be crisp, sharp, clean and free of ticks, discontinuous curves, line waves and other imperfections. All paint colors and applications for both message and background shall be batch specified and have approved swatches and/or manufacturer's color number. All paint colors shall be consistent in manufacturer's color number. All paint colors shall be consistent in chroma and value, shall maintain proper capacity or translucency, and shall be free of blistering, bleeding, fading, and other imperfections.

All finished work shall be smooth, free of scratches, gouges and other imperfections. Sign edges shall be straight, smooth, free of cutting marks, and other defects. Sign material lamination shall utilize proper adhesives, and shall be smooth, consistent, free of bubbles, bulging, and foreign matter.

PRICING**SILKSCREENED ON 080 ALUMINUM PANELS**

1. Determine the area of sign in square feet.
2. Determine the quantity of each sign required.
3. Select base panel price from chart No. 1
4. Multiply the area of the sign in square foot by the amount shown in the appropriate square in chart No. 1 of the department's Request for Quote, to obtain the individual sign panel price.
5. Determine the number of characters required on the sign and add the amount shown on chart No. 2 (character set up charge) to the sign panel price.
6. If more than two (2) colors are required, the first color shall be included in the background color, the second color shall be include in the character set up charge. Add the appropriate amount shown in chart No. 3 (additional color set up charge) to the amount of the base panel price and the character set up charge to obtain the total price of each sign.

**SECTION 3 TECHNICAL SPECIFICATIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

DAYMARKS

GENERAL

Daymarks shall be of the type and size to conform to the requirement of the U. S. Coast Guard Standards. The units shall be constructed for platform mounting. All framing shall be provided for mounting to the platform and railing. Numbers to be included on daymarks shall be designated on the departments' individual Purchase Order.

MATERIALS

Panel shall be 0.125 gauge aluminum meeting the requirements of ASTM, Designation B 209, alloy 6061-T6 or 5082-H38.

Framing shall be of aluminum meeting the requirements of ASTM Designation B221 or B308, alloy 6061-T6.

Panel facing material shall be of pigmented film, fluorescent elastomeric film or type high intensity reflective sheeting as required. Films and sheeting and shall be as manufactured by *3M Company*, "No Substitute."

Fasteners and hardware shall be of aluminum or stainless steel and adequate strength for the design loadings.

FABRICATION

Units shall be fabricated in conformance with the requirements specified herein under subparagraph 3-10 for Directional and Informational Signs

MATERIAL

Galvanized Steel U post shall be rolled from material meeting the properties established in ASTM Destination A 499, except that a 60,000 psi minimum yield and 90,000 psi minimum tensile strength are required. The minimum weight of each post, before holes are drilled, shall be 3 pounds per foot. Weight tolerance shall be plus or minus 5 percent. The finish shall be galvanized in conformance with ASTM Designation A 123. Galvanizing shall be the final step in processing and shall be accomplished after all fabrication and punching has been completed.

The finish posts shall be machine straightened and have a smooth, uniform finish free from defects affecting strength, durability or appearance. Bolt holes shall be punched on the center line having a finished diameter of 7/16-inch spaced on 1-inch centers beginning 1 inch from the top and continued for the length of the post. Bolt holes shall be carefully spaced both horizontally and vertically so that they will register for back to back application. All holes and sheared ends shall be substantially free from burrs.

**SECTION 3 TECHNICAL SPECIFICATIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

Posts shall be of a uniform, modified flanged channel section of specified length so that the area of contact between the post and sign is symmetrical to the vertical axis of both the sign and the post. The back side of each post shall be formed in a manner to insure a solid bearing surface for the entire length when signs are mounted back to back.

Each U type sign post shall be provided with a base post assembly consisting of a 30-inch base post, retainer strap and bolting hardware as supplied by Franklin Steel Company, PA., or approved equal. The base post shall conform to the above requirements for sign posts and shall be pointed in one end for driving. The retainer strap shall be AISI 1020 steel, 17.0" long X1.00" wide x .25 thick with .375 offset and shall be galvanized conforming to ASTM A 123 after fabrication. The connection between the sign post and base post shall be designed with a breakaway feature equal to the EZE-Erect Sign Post design. The breakaway design shall conform to the requirements of Federal Highway Administration Notice N5040.20 and shall provide for a 70 mile per hour wind loading on a 10.6 sq. ft. sign panel mounted on a 3 pound per foot post with bottom of sign panel 7 feet above the ground.

SIGN HARDWARE

The sign hardware shall consist of nuts, bolts, and lockwashers, post manufacturers recommended for FHWA approved spliced breakaway systems. The bolts shall be 3/8" x 16 UNC Long Hex Head, integral flange conforming to ASTM A 354, Grade BD. The nuts shall be 3/8" x 16 UNC Hex Head, integral flange conforming to ASTM A 563, Grade DH. The lockwashers shall be 3/8" extra duty helical spring. All bolts, nuts and lockwashers shall be mechanically galvanized to ASTM B 454-76, Class 25.

REPLACEMENT SIGNS

GENERAL

Replacement sign shall consist of a reflective sheet with sign text applied to a light gauge aluminum sheet coated with a pressure sensitive adhesive which shall be protected, with an easy release liner. Fabricated sign shall be suitable for shop or field application to properly clean old sign surfaces.

REFLECTIVE SHEETING

Reflective sheeting shall be in conformance with the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-79 Section 633-06 for Type II material and shall be Scotchlite, High Intensity Grade 9800, System 5 as manufactured by the *3M company* or approved equal.

**SECTION 3 TECHNICAL SPECIFICATIONS
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS****ALUMINUM BACKING**

The thickness for the hardened aluminum substrate shall be between .005 inches and .010 inches. The aluminum shall be cleaned, degreased and properly prepared in accordance with the approved method recommended by the sheeting manufacturer.

ADHESIVE

The hardened aluminum backed reflective sheeting shall include a precoated pressure sensitive adhesive backing (Class 1) which may be applied to properly prepared, smooth surfaces without the necessity of additional adhesive coats on either the sheeting or application surface.

The Class 1 adhesive shall be a pressure sensitive adhesive of the aggressive tack type requiring no heat, solvent or other preparation for adhesion to smooth, clean surface.

The protective liner on the adhesive shall be removed by peeling without soaking in water in other solvent, breaking, tearing or removing any adhesive from the backing. The protective liner shall be easily removed following accelerated storage for four (4) hours at 160 F under a weight of 2.5 pounds per square inch when tested as specified in Section 718-01 of the Standard Specification for Construction of Roads and Bridges on Federal Highway Projects, FP-79 1979 or latest supplement thereof.

The adhesive on the aluminum backing of the sheeting shall produce a bond to support a 4-pound weight for five minutes and prevent the bond from peeling for a distance of more than 2.0 inches when applied to a smooth aluminum surface and tested as specified in Section 718.01.

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
February 22, 2006
BID NO.: 4703-5/16-OTRREVISED



INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

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

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

Issued by:Hlr	DPM Purchasing Division	Date Issued: 10/20/05	This Bid Submittal Consists of Pages 18 Revised through 23 Revised
------------------	----------------------------	-----------------------	--

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 DPM, Bids and Contracts Division, Vendor Assistance section 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.

SIGNS, ROAD AND TRAFFIC RELATED MATERIALS

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of NA 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 _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 550-66, 62, 54, 49, 570-58, 60	
SR. PROCUREMENT AGENT: HERMAN RAMSEY	

FIRM NAME: _____

RETURN TWO COPIES OF BID SUBMITTAL PAGES ONLY

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 23REVISED OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 23REVISED OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

**BID SUBMITTAL FOR:
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

FIRM NAME: _____

GENERAL QUESTIONS:

4.1 Please provide the name of office staff capable of meeting the County's needs from 8:00 A.M. to 5:00 P.M.

Contact Person: _____

Office Address: _____

City/State/Zip Code: _____

4.2 Please provide dedicated Telephone and fax number.

Telephone No.: _____

Fax No.: _____

4.3 Provide three reference letters where you have provided signs, road and road traffic related materials, and delivery services to or similar to those specified, within the past three (3) years.

1) Company Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____

Years dealing with your firm?: _____

Estimated Sales per year: \$_____

**BID SUBMITTAL FOR:
SIGNS, ROAD AND TRAFFIC RELATED MATERIALS**

FIRM NAME: _____

2) Company Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____

Years dealing with your firm?: _____

Estimated Sales per year: \$ _____

3) Company Name: _____

Address: _____

Contact Name: _____

Telephone No.: _____

Years dealing with your firm?: _____

Estimated Sales per year: \$ _____

SECTION 4
BID SUBMITTAL FOR:

SIGNS, ROAD AND TRAFFIC RELATED MATERIALS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER 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 SUBMITTAL FORM

Bid Title: SIGNS, ROAD AND TRAFFIC RELATED MATERIALS

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 Section 2-8.6, 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 to affirm compliance with this disclosure requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

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

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

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____-____-____/____/____/____/____

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

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

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

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

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

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

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

Notary Public – State of

Notary Seal

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

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

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

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

- a _____ corporation
- partnership
- joint venture

PLEASE NOTE:

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

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

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

CODE OF BUSINESS ETHICS
Code of Miami-Dade County Section 2-8.1(i)

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

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

