



BID NO.: 6831-1/21

OPENING: 2:00 P.M.
July
27, 2011

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Bicycles: Purchase, Parts, Accessories and Repair Services - Prequalification

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

- BID DEPOSIT AND PERFORMANCE BOND:....** N/A
- CATALOGUE AND LISTS:.....** N/A
- CERTIFICATE OF COMPETENCY:.....** N/A
- EQUIPMENT LIST:** N/A
- EXPEDITED PURCHASING PROGRAM (EPP)** N/A
- INDEMNIFICATION/INSURANCE:** See Section 2, paragraph 2.11
- LIVING WAGE:** N/A
- PRE-BID CONFERENCE/WALK-THRU:** N/A
- CONTRACT MEASURES:.....** See Section 2, Paragraph 2.2
- SAMPLES/INFORMATION SHEETS:.....** N/A
- SECTION 3 – MDHA:.....** N/A
- SITE VISIT/AFFIDAVIT:.....** N/A
- USER ACCESS PROGRAM:.....** See Section 2, Paragraph 2.21
- WRITTEN WARRANTY:** See Section 2, Paragraph 2.19

FOR INFORMATION CONTACT:

Dejenaba Wedemier at 305-375-1416, or via email address: djwedem@miamidade.gov

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 26 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN PAGE 26 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 6831-1/21

**Title: Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services -
Prequalification**

Procurement Contracting Officer: Dejenaba Wedemier

Bids will be accepted until 2:00 p.m. on JULY 27, 2011

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

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

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

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION.**

SECTION 1
GENERAL TERMS AND CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services - Prequalification

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.

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

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

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

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

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

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

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

2. **Miami-Dade County Employment Disclosure Affidavit** (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit** (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Ordinance 97-104)
13. **Environmentally Acceptable Packaging Resolution** (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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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(f) 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@miamidadecounty.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 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. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM 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.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

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

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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 Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

A 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.

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1.13. LAWS AND REGULATIONS

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

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder. The departmental contract manager shall verify the certification(s), license(s), permit(s), etc. for the awarded bidder(s) prior to authorizing work and as needed.

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of

perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs 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 2-8.4.1 of the Miami-Dade County Code, any² individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

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

SECTION 1
GENERAL TERMS AND CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services - Prequalification

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 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

Proposers 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 proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer 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 may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal 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;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE 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 for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for 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 the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

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

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification**2.1 PURPOSE**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition to purchase bicycles, parts and accessories, maintenance and repair services, as required by the County. 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, in Paragraph 2.6 of this solicitation. All vendors who meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed in order to obtain price quotation to purchase; bicycles; parts and accessories; and maintenance and repair services for bicycles.

2.2 CONTRACT MEASURES:**2.2.1 SMALL BUSINESS ENTERPRISE BID PREFERENCE**

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

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) 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 Small Business Development at 305-375-CERT (2378) or access www.miamidade.gov/sba/business-certificate.asp - Miami-Dade County - Small Business Development - Certification Process.

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.

2.2.2 LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS PREFERENCE

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

2.3 PRE-BID CONFERENCE

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

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, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for 5 years and upon completion of the expressed and/or implied warranty periods. The contract shall expire on the last day of the last month of the 5-year contract term.

2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS

2.5.1 The initial contract term shall prevail for a five (5) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option-to-renew this contract for an additional five (5) years.

2.5.2 Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default, which decision shall affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD: PRE-QUALIFIED VENDORS, PER GROUP, TO PARTICIPATE IN SPOT MARKET PURCHASES

Award of this contract will be made to responsive, responsible bidders, per group, who meet the minimum requirements set forth in this solicitation. Awarded bidders will be placed on a "Pre-qualified Vendors List" on a "per group" basis, which will be accessed by the County, as needed, to obtain Spot Market quotations.

2.6.1 METHOD OF AWARD FOR GROUP A – PURCHASE OF BICYCLES

Award of Group A will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation, for the purchase of various types of bicycles. These qualifications are as follows:

2.6.1.1 The bidder shall maintain an office staffed by a company representative authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who is cognizant of the industry and industry standards.

The bidder's office address shall be included in the bidder's submittal.

2.6.1.2 The bidder shall be equipped with modern office equipment, especially a facsimile (FAX) machine or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.

The bidder's fax number and/or e-mail address shall be included in the bidder's submittal.

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

- 2.6.1.3 The bidder shall be the Original Equipment Manufacturer (OEM), or Original Equipment Supplier (OES) of the brand of bicycles. The bidder shall provide with its submittal a letter, on company letterhead, identifying the bidder as one of the above or equivalent, and describing the brand and type of bicycles being offered to the County.

-or-

The bidder shall be an authorized distributor, agent, dealer, representative, retailer, and/or reseller of an OEM, or OES for bicycles. The bidder shall provide a certificate, supply agreement, or letter of authorization from the OEM, or OES, distributor, agent, dealer retailer or reseller, on company letterhead, or other verifiable documentation showing authorization to the bidder to sell the specific brand of bicycle. Conversely, documentation from the manufacturers, OEM, OES, distributor, agent, dealer retailer or reseller, etc., stating authorization is not required to sell their bicycles will also be accepted.

- 2.6.1.4 The bidder shall clearly list the official brand names it is offering in Section 4, Group A, and complete all the required information by indicating (YES or NO) in the adjoining columns. Bidders may list brand names and manufacturers not listed in Section 3, as the list provided is only a limited representation of the brand names most commonly used by the County. Additional brand names/ manufacturers must be relevant to the scope of work of this solicitation. This information will be used to create and identify groups of vendors and facilitate the spot-market quotation process. The County reserves the right not to award any brand name suggested by bidders.

2.6.2 METHOD OF AWARD FOR GROUP B – BICYCLE PARTS AND ACCESSORIES

Award of Group B will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation, for the purchase of bicycle parts and accessories. These qualifications are as follows:

- 2.6.2.1 The bidder shall maintain an office staffed by company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

The bidder's office address shall be included in the bidder's submittal.

- 2.6.2.2 The bidder shall be equipped with modern office equipment, especially a facsimile (FAX) machine or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.

The bidder's fax number and/or e-mail address shall be included in the bidder's submittal.

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

2.6.2.3 The bidder shall be the Original Equipment Manufacturer (OEM), Original Equipment Supplier (OES), or other manufacturer (including aftermarket) of their own branded bicycle parts and accessories. The bidder shall provide with its submittal a letter, on their company letterhead, identifying the bidder as one of the above or equivalent, and describe the types of bicycle parts and accessories being offered to the County.

-or-

The bidder shall be an authorized distributor, agent, dealer, representative, retailer, and/or reseller of an OEM, OES, aftermarket or other manufacturer (including aftermarket) of bicycle parts and accessories. The bidder shall provide a certificate, supply agreement, or letter of authorization from the OEM, OES, aftermarket or other manufacturer, distributor, agent, dealer retailer or reseller, on company letterhead, or other verifiable documentation stating authorization to the bidder to sell the specific bicycles parts and accessories. Conversely, documentation from these manufacturers, OEM, OES, aftermarket, distributor, agent, dealer retailer or reseller, etc., stating authorization is not required to sell their products will also be accepted.

2.6.2.4 The bidder shall clearly list the official brand names it is offering in Section 4, Group B, and complete all the required information by indicating (YES or NO) in the adjoining columns. Bidders may list brand names and/or manufacturers not listed in Section 3, as the list provided is only a limited representation of the brand names most commonly used by the County. Additional brand names/manufacturers must be relevant to the scope of this solicitation. This information will be used to create and identify groups of vendors and facilitate the spot-market quotation process. The County reserves the right not to award any brand name suggested by bidders.

2.6.3 **METHOD OF AWARD FOR GROUP C – BICYCLE MAINTENANCE AND REPAIR SERVICES**

Award of Group C will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation, for bicycle maintenance and repair services. These qualifications are as follows:

2.6.3.1 The bidder shall maintain a shop, staffed by company representatives. Staff must include personnel qualified to provide technical support, who can provide and discuss service information, and who are cognizant of the industry and industry standards.

The bidder's shop address shall be included in the bidder's submittal.

2.6.3.2 The bidder must be regularly engaged in the business of providing maintenance and repair services for the equipment and/or components described in this ITB.

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

Two (2) references shall be listed in the bidder's submittal for Group C. The references listed must be from customers that are currently receiving or have received relevant services from the bidder. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the industry.

- 2.6.3.3 The bidder shall be the Original Equipment Manufacturer (OEM), Original Equipment Supplier (OES), or other manufacturer (including aftermarket) of the bicycles it is offering to service. The bidder shall provide with its bid submittal a letter, on company letterhead, identifying the company as one of the above or equivalent and describing the type of maintenance and repair services being offered to the County.

-or-

The bidder shall be authorized to maintain and repair bicycles by the OEM, OES, and/or other manufacturer (including aftermarket). The bidder shall provide with its submittal a letter from the OEM, OES, or other manufacturer, on the manufacturer's letterhead, stating the bidder is authorized to repair the manufacturer's product.

-or-

The bidder shall be an independent service provider qualified to perform the offered services where the manufacturer's authorization is not required by the County. The bidder shall provide a letter, on company letterhead, describing the services it is offering and submit proof of qualification in the form of accreditations or certifications, and/or other similar industry qualifications.

- 2.6.4 Bidders in compliance with the above requirements will be pre-qualified to participate in subsequent spot market purchases as required by the County, based on the group the bidder is pre-qualified for.
- 2.6.5 It shall be the sole prerogative of the County as to the number of bidders who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete bidders as it deems necessary in its best interests. If the County elects to add bidders, the bidders must meet the same minimum qualifications established in Paragraph 2.6 for each group as included.
- 2.6.6 **Spot Market Procedures**

Pre-qualified bidders are eligible to participate in subsequent spot-market quotations as required by the County, on an as-needed or periodic basis. Spot-market pricing procedures may be initiated by either the using County department or by the Department of Procurement Management. In general, written spot-market quotes will be gathered from all bidders whenever possible within the relevant group.

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

Spot market quotations will include the specifications and requirements specific to the purchase. The issuing department may consider additional requirements such as: warranties, stocking period or quantity, engineering and/or testing data, delivery terms, liquidated damages, minimum equipment required, repair shop equipment, repair techniques, testing equipment, repair shop and repair personnel, specific experience and certifications, repair shop positive past performance, and repair personnel security clearance etc. in its evaluation of the responses received for spot market quotations. The County, at its sole discretion, may require the pre-qualified bidder to provide documentation to prove compliance to additional requirements relevant to specific spot market purchases. If a pre-qualified bidder does not submit the documentation, as requested by the County, the County may not award the spot market purchase to that bidder, or may issue a partial award in its best interest. The County shall be the sole judge of whether or not a pre-qualified bidder meets an order's requirements and of which group and/or line item(s) is/are relevant to its needs.

The pre-qualified bidder meeting the spot-market quotation's requirements and specifications, and offering the lowest fixed price, shall be awarded the specific purchase. Issuing departments shall be responsible for applying any applicable bid preferences in determining award under this contract. The award to one or more bidders for a specific period or individual action does not preclude the remaining pre-qualified bidders from submitting spot-market offers for other specific purchases.

In the best interest of the County, for items either delivered by the bidder or picked-up from the bidder by authorized County personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a pre-qualified bidder when it is determined by a County department that a project is time sensitive or it is an emergency situation.

2.6.7 Proof of Compliance to the Solicitation's Requirements

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the qualification requirements. However, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period. Failure to provide proof of compliance to the qualification requirements, as specified by the County, may result in the bidder not being recommended for award. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the qualification requirements.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED:

Intentionally Omitted

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification**2.9 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE (FOR GROUP C ONLY)

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

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

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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

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

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

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

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2, Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification**2.14 CERTIFICATIONS**

Intentionally Omitted

2.15 METHOD OF PAYMENT

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 or repair 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 completion of the purchase. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

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 locations within Miami-Dade County.

2.17 DELIVERY REQUIREMENTS FOR GROUPS A AND B**2.17.1 DELIVERY REQUIREMENTS FOR GROUPS A AND B**

The vendor shall make deliveries within thirty (30) calendar days after the date of the order or as specified in the spot market quotation. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

2.17.2 DELIVERY REQUIREMENTS FOR GROUP C

The vendor shall deliver the bicycles within two (2) calendar days after completion of the maintenance and/or repair services. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

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

2.17.4 Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not accept any back orders of deliveries from the vendor, unless written authorization is issued by the user department during the spot market quotation request. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored.

2.19 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM

Written warranties will be applicable to specific orders as determined by the County. If applicable, the warranty requirements will be specified in the spot market quotation and should be submitted by the pre-qualified vendor with its spot-market offer. If the vendor fails to satisfy the warranty requirements with its spot market offer, the County may allow five (5) calendar days to submit the information. Failure to meet this requirement may result in rejection of the offer. The vendor hereby agrees to investigate any or all complaints resulting from items and/or services supplied by the vendor and must agree to accept the return of any items and/or services not found acceptable by the County. Refunds shall be either by check or a credit memorandum, whichever method is selected by the County. If additional warranties are offered, the bidder shall conspicuously state, and then attach such warranty documentation to any spot-market quotation.

2.20 CONTACT PERSON

2.20.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Dejenaba Wedemier, at (305) 375-1416; or via email at – djwedem@miamidade.gov.

2.20.2 To allow enough time for the County to respond, requests for clarification and additional information should be submitted at least forty-eight (48) hours before the Bid Opening Date.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

2.21.1 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.

SECTION 2
SPECIAL CONDITIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

2.21.2 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.

2.21.3 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 ACCEPTANCE BY THE COUNTY

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

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS OR AGENCIES

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s). Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.24 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

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

2.25 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 order cancelled or (2) the County may require the vendor to replace the materials or redo the repairs at the vendor's expense.

2.26 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, services, and/or equipment that will be acquired under this contract may be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that any applicable federal procurement provisions, guidelines, or requirements specific to the County user department using such funds are herein incorporated in the solicitation and the spot market quotation in their entirety.

2.27 RISK OF LOSS

The vendor assumes the risk of loss or damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair or replace on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

SECTION 3
TECHNICAL SPECIFICATIONS

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

3.1 SCOPE

The purpose of this solicitation and resulting contract is to establish a pool of prequalified vendors for future pricing competition to provide bicycles; parts and accessories; and maintenance and repair services, of bicycles.

3.2 GROUP A – PURCHASE OF BICYCLES

3.2.1 Vendors shall provide new bicycle(s) fully assembled and ready to use. Bicycles shall conform to all manufacturer standards and shall include all safety features recommended by the manufacturer, as standard equipment. The County may purchase the following types, including but not limited to: Mountain Bicycles, Cruiser Bicycles, Surrey Bicycles, etc. Additional information and requirements will be provided in the subsequent Request for Quote(s), issued by the County department(s).

3.2.2 LIST OF MANUFACTURER BRAND BICYCLES:

Sirenetta
Delphino
Cannondale
Mercedes Benz
Raleigh
Trek

(Note: This list is not exhaustive)

3.3 GROUP B - BICYCLE PARTS AND ACCESSORIES

Vendor(s) shall provide new parts and accessories, as required by the County, and as described in subsequent spot market quotations. These parts may include, but are not limited to: chains, pedals, seats, shocks, wheels, tires, lights, baskets, handlebars, brakes, etc.

3.4 GROUP C – BICYCLE MAINTENANCE AND REPAIR SERVICES

Vendor(s) prequalified under Group C shall provide maintenance and repair services for bicycle brands for the manufacturer(s) represented by the vendor. All maintenance and repairs shall be performed at the vendor's repair shop, in accordance with manufacturer's standards and best practices in the industry. The County may require the vendor to pick up and deliver the bicycles needing repairs.

**SECTION 4
BID SUBMITTAL FORM**

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.
 JULY
 27, 2011



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

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

Issued by: DPM Date Issued: This Bid Submittal Consists of
 Dejenaba Wedemier 7/6/2011 Pages 20 through 26.

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

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services – Prequalification

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE	805-34
Procurement Contracting Officer: Dejenaba Wedemier	

Firm Name: _____

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 26 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN PAGE 26 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE.

BID SUBMITTAL FOR:

**Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services
– Prequalification**

FIRM NAME: _____

GROUP A – BICYCLES

PRE-QUALIFICATION OF BIDDERS CHECKLIST

Vendors must complete the following checklist and provide the appropriate documentation, in order to become part of the pre-qualified list of bidders for Group A.

Refer to Bid Solicitation:	Prequalification Requirements			
Section 2, Paragraph 2.6.1	Provide evidence that your company is a manufacturer approved dealer or re-seller for the bicycle brands offered. Provide a copy of the manufacturer’s letter or other appropriate documentation with your bid submittal, for each manufacturer brand marked “Yes” below. You may use additional sheets, if required.			
	Manufacturer And/Or Brand of Bicycle(s)	Manufacturer approved Dealer	Distributor	Re-seller
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
Section 2, Paragraph 2.6.1	Provide the contact person, office address, telephone number, fax number, and e-mail address, where requests for quotations should be sent. Please provide the information below.			
	Contact Person: _____ Title: _____ Office Address: _____ Telephone #: _____ Fax Number: _____ E-mail Address: _____			

BID SUBMITTAL FOR:

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services
 – Prequalification

FIRM NAME: _____

GROUP B – BICYCLE PARTS AND ACCESSORIES

PRE-QUALIFICATION OF BIDDERS CHECKLIST

Vendors must complete the following checklist and provide the appropriate documentation, in order to become part of the pre-qualified list of bidders for Group B.

Refer to Bid Solicitation:	Prequalification Requirements			
Section 2, Paragraph 2.6.2	Provide evidence that your Company is a manufacturer approved dealer or re-seller for the bicycle parts and accessories offered. Provide a copy of the manufacturer’s letter or other appropriate documentation with your bid submittal, for each manufacturer brand of parts and accessories marked “Yes” below. You may use additional sheets, if required.			
	Manufacturer And/Or Brand of Bicycle Parts and Accessories	Manufacturer approved Dealer	Distributor	Re-seller
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
		Y/N	Y/N	Y/N
Section 2, Paragraph 2.6.2	Provide the contact person, telephone number, fax number, and e-mail address, where requests for quotations should be sent. Please provide the information below.			
	Contact Person: _____ Title: _____ Telephone #: _____ Fax Number: _____ E-mail Address: _____			

BID SUBMITTAL FOR:

**Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services
– Prequalification**

FIRM NAME: _____

GROUP C – MAINTENANCE AND REPAIR SERVICES

PRE-QUALIFICATION OF BIDDERS CHECKLIST

Vendors must complete the following checklist and provide the appropriate documentation, in order to become part of the pre-qualified list of bidders for Group C.

Refer to Bid Solicitation:	Prequalification Requirements		
Section 2, Paragraph 2.6.3	Provide evidence that your firm is a manufacturer authorized maintenance and repair shop, for one or more of the manufacturer brands in Section 3, Paragraph 3.4. Provide a copy of the manufacturer’s letter or other appropriate documentation with your bid submittal, for each manufacturer brand marked “Yes” below.		
	Manufacturer And/Or Brand of Bicycle	Manufacturer approved	Authorized maintenance and repair bicycle shop
		Y/N	Y/N
Section 2, Paragraph 2.6.3	Provide information on the bicycle maintenance and repair shop, to include the name of location, shop address, telephone number, fax number, e-mail address, contact person and title. Please provide the information below.		
	Name of Location: _____ Telephone #: _____ Fax Number: _____ Contact Person: _____ Title: _____ E-mail Address: _____		

BID SUBMITTAL FOR:

**Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services
- Prequalification**

FIRM NAME: _____

GROUP C – MAINTENANCE AND REPAIR SERVICES (continued)

Section 2, Paragraph 2.6.3	Provide complete shop address and telephone number:

Item No	Reference Section	Summarized Requirements for GROUP C	Initial as Completed
1	Section 2, Para 2.6.3	Two (2) references shall be listed in the bidder's submittal. The references listed must be from customers that are currently receiving or have received relevant services from the bidder. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the industry	_____
	*	Company: _____	
		Title: _____	
		Contact Person: _____	
		E-mail Address: _____	
		Phone No.: _____	
	*	Company: _____	
		Title: _____	
		Contact Person: _____	
		E-mail Address: _____	
		Phone No.: _____	

SECTION 4
BID SUBMITTAL FOR:

Bicycles: Purchase, Parts, Accessories, Maintenance and Repair
Services - Prequalification

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: Bicycles: Purchase, Parts, Accessories, Maintenance and Repair Services - Prequalification

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

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

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

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

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

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

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

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

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. 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?

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. ____-____/____/____/____/____

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

Signature: _____ (Signature of authorized agent)
By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
 Department of Procurement Management
Affirmation of Vendor Affidavits

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

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

<p>1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</p>	<p>6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code</p>
<p>2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</p>	<p>7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</p>
<p>3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code</p>	<p>8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</p>
<p>4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</p>	<p>9. Miami-Dade County Living Wage Section 2-8.9 of the County Code</p>
<p>5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code</p>	<p>10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code</p>

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm	Date	
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me or has produced Identification

Type of identification produced _____

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