



BID NO.: 8725-4/14

**OPENING: 2:00 P.M.
Wednesday
July 9, 2008**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

T- SHIRTS FOR MIAMI-DADE COUNTY DEPARTMENTS

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

SMALL BUSINESS ENTERPRISE MEASURE: SEE SECTION 2.0, PARA 2.2
SAMPLES/INFORMATION SHEETS: SEE SECTION 2.0, PARA 2.27
USER ACCESS PROGRAM: SEE SECTION 2.0, PARA 2.21

FOR INFORMATION CONTACT:

A. Rodriguez at 305-375-4258, or at abelin@miamidadade.gov

IMPORTANT NOTICE TO BIDDERS:

This solicitation has been set aside for participation by Certified Small Business Enterprises (SBE) only.

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 35 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 35 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8725-4/14

Title: T-Shirts for Miami-Dade County

Sr. Procurement Contracting Agent: A. Rodriguez, CPPB

Bids will be accepted until 2:00 p.m. on July 9, 2008

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

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

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

NOTICE TO ALL BIDDERS:

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

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.

SECTION 1
GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(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.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued 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.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

1. a business that has a valid 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 2009. 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.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

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

1.26 OFFICE OF THE INSPECTOR GENERAL

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

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
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 of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR -- ACCESS TO RECORDS

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

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of T-shirts in conjunction with the County's needs on an as needed when needed basis. The initial term of this contract will be January 1, 2009 through December 31, 2010.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-aside)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: FIXED PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for twenty four (24) months and upon completion of the expressed and/or implied warranty periods.

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEAR(S) (With Price Adjustment):

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from the contract's initial effective date. Ninety (90) days prior to the completion of the initial term and each subsequent option to renew year, the County will consider adjustments to price based on unadjusted Producer Price Index (PPI) for finished goods under Commodity Code 03-81, Apparel as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the awarded vendor, the County will assume that the vendor has agreed to maintain the same pricing. The adjustment shall be applied by taking the index at the time of calculation (90 days prior to the OTR period) divided by index at time base price is set (Bid Award to determine the percentage increase or decrease which will be reflected in the adjusted price.

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

Example:

Index at time of calculation	115.5
Divided by index at time base price was set	110.0
Equals	1.050

Price will increase by 5.0%

Base Price	\$1,000
Multiplied by	1.050
Equals adjusted price	\$1,050

The County reserves the right to reject any price adjustments submitted by the vendor during the time stated above. In the event the County rejects the price adjustment submitted by the awarded bidder, the County will terminate the contract under the terms stipulated in Section 1.0 Paragraph 1.23.

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD: To Multiple Vendors By Item

Award(s) will be made to the two (2) lowest priced responsive, responsible vendors on an item-by-item basis. While the award(s) will be made to multiple vendors for each item to assure availability, the lowest priced vendor for each item will be given the first opportunity to perform under this contract. Where applicable, an 'item' is the total of all prices required for light and dark colors in various sizes (i.e. 1 and 1a in all required sizes are one item). Items 12 thru 18 will be awarded to the bidder(s) who is awarded any of items 1 thru 11.

The County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the primary vendor declines this opportunity, the County shall seek the identified goods or services from the secondary vendor. The County may also make award to the third lowest vendor as a tertiary vendor.

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON GOVERNMENTAL PRICE INDEX:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for the first twelve months of the contract. The only exception in this regard is that this fixed price shall be adjusted upward or downward based on the following price index list:

Producer Price Index for commodity code 03-81, apparel as published by the U.S. Department of Labor.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

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

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

 : Product Information Sheets
 : Product Samples Upon Specific Request

If an “equal” product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer should be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

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

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

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

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

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

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

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

III. Pricing Information:

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

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

VI. Failure to Comply:

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

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

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

2.17 DELIVERY SHALL BE THIRTY (30) DAYS AFTER DATE OF ORDER

The vendor shall make deliveries within thirty calendar days after the date of the order. 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 God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

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

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

T-Shirts for Miami-Dade County

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

Intentionally Omitted

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: A. Rodriguez, at (305) 375-4258
email – abelin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

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

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

Joint Purchase

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

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

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

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

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

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

2.23 COMPETENCY OF VENDORS AND ASSOCIATE SUBCONTRACTORS

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. Miami-Dade County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

2.24 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven calendar days of receipt of the notice.

If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.25 IDENTIFICATION OF EACH ITEM

Each item must be clearly identified on the offer submittal pages(s) as to make, model number, style number, packaging, and case weight, as requested, in order to be eligible for award. Use of terms such as, "As Spec" are unacceptable. Failure to provide this information with the offer may result in rejection of the offer.

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

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

2.27 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the bidders may be required to submit a sample

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

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

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

**2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION
BASED ON PRICE QUOTES:**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a representative of the Department of Procurement Management (DPM) will contact the primary vendor(s) to obtain a price quote for the new items. The County reserves the right to award these similar items to the primary contract vendor(s), another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.29 GUARANTEE:

The successful bidder must guarantee replacement at no additional charge of any defective or improperly manufactured garments, and improper silk screening or embroidery process. The silk-screen and embroidery, shall be guaranteed 100% washable, with permanent paint or dye process.

SECTION 2
SPECIAL CONDITIONS

T-Shirts for Miami-Dade County

2.30 COUNTY BRANDING

The official County logo is shown below. This version of the logo will be used on all articles where the County logo or County hook is mentioned in either Section 3.0 or Section 4.0 of this solicitation. The logo should be no less than 2-1/2 inches across and shall not be modified without written instruction from the Department of Procurement Management. Information reference County branding can be found at <http://www.miamidade.gov/branding>

Color Standards The colors of the logo are PMS 576 Green (bar under the word MIAMI) & PMS 300 blue, with the text 100% Black. The bar with the word county in the logo is of specific proportion to the type, the proportion must be maintained as the size of the logo increases or decreases. When color is not required the logo must appear in black or reversed out in white. For embroidery applications the tread brand will be Madeira, and thread colors are Green #1769, Blue #1797, Black #1800 and White #1801.

County Vision Statement The County’s Vision Statement is “Delivering Excellence Every Day” may or may not be required. If required, the font should not be used for any other purpose on the item ordered. To download the County vision statement in its proper format, visit the branding web site (above).



Colors:

Green: Pantone 576
Blue: Pantone 300
Black: Pantone Black

Embroidery

Green: Madeira 1769
Blue: Madeira 1797
Black: Madeira 1800
White Madeira 1801

SECTION 3
TECHNICAL SPECIFICATION

T-Shirts for Miami-Dade County

3.1 SCOPE

To purchase T-Shirts, silk screened (as required) by various Miami-Dade County Departments, on an as needed when needed basis.

3.2 T-SHIRTS WITHOUT POCKETS

3.2.1 SHORT SLEEVE, HEAVYWEIGHT– T SHIRT (Beefy)

100% Cotton, minimum of 6.1 oz. weight, short sleeves, no pocket.
Hanes #5180, Gildan G200 or “Approved Equal”

3.2.2 SHORT SLEEVE T-SHIRT

100% Cotton, minimum of 5.5 oz. weight, short sleeve, no pocket.
Hanes 5280 or “Approved Equal”.

3.2.3 SHORT SLEEVE T-SHIRT

50/50 Cotton/Polyester, minimum of 5.5 oz. weight, short sleeve, no pocket
Hanes 5170, Gildan 8000 or “Approved Equal”.

3.2.4 LONG SLEEVE HEAVYWEIGHT – T-SHIRT

100% Cotton, 6.1oz, long sleeve, no pocket, Hanes #5186, Gildan 2400 or approved equal

3.2.5 LONG SLEEVE T-SHIRT

50/50 Cotton/Polyester, minimum 5.5 oz, long sleeve no pocket, Gildan 8400, Jerzees #291s,
or approved equal

SECTION 3
TECHNICAL SPECIFICATION

T-Shirts for Miami-Dade County

3.3 T-SHIRT WITH POCKET

3.3.1 SHORT SLEEVE HEAVYWEIGHT – T SHIRT (Beefy)

100% Cotton, minimum of 6.1 oz. weight, short sleeve, with pocket.
Hanes 5190 or “Approved Equal”.

3.3.2 SHORT SLEEVE, T-SHIRT

100% Cotton, minimum of 5.5 oz. weight, short sleeve, with pocket.
Hanes 5290 or “Approved Equal”.

3.3.3 SHORT SLEEVE, T-SHIRT

50/50 Cotton/Polyester, minimum of 5.5 oz. weight, short sleeve, with pocket
Gildan 8300 or “Approved Equal”.

3.3.4 LONG SLEEVE T-SHIRT

100% Cotton, minimum 5.5 oz., long sleeve with pocket, Hanes 5296,
Fruit of the Loom #4930p, or approved equal.

3.4 SAFETY T-SHIRTS, American National Standards Institute (ANSI) Compliant

3.4.1 COTTON WITH POCKET

100% Cotton, short sleeve, with pocket, available in both orange and lime with vertical
reflective strips on front and back. North Safety # TV35TS or approved equal.

3.4.2 POLYESTER WITH POCKET

100% Polyester, in lime or fluorescent yellow, able to wick perspiration away from body,
min of two, 2” reflective stripes, meets ANSI, class 2 standard. North Safety # SSTPC2-Y,
Dickies # VS200 or approved equal

SECTION 3
TECHNICAL SPECIFICATION

T-Shirts for Miami-Dade County

3.5 DEPARTMENT LOGOS

Price quoted per T-Shirt and Safety shirt, shall include all cost associated for the silk screening of the County logo (hook) as described in paragraph 2.30 (page 16) and the department or division name below it, additional wording shall be charged at the price quoted in Section 4.0 of this document.

3.6 DEPARTMENT SPICIFIC LOGOS

Certain Miami Dade County departments have been authorized to use customized department/division logos. A sampling of them are shown below. The Departments will supply vendor with necessary artwork and information regarding color, design, size and shape of department specific logos at time of order.



SECTION 3
TECHNICAL SPECIFICATION

T-Shirts for Miami-Dade County

**Miami-Dade
Public Works
Signals**



&



Signs

SECTION 3
TECHNICAL SPECIFICATION

T-Shirts for Miami-Dade County

3.7 CONTACT PERSONS FOR SAMPLE OF ARTWORK AND COLORS OF LOGO

Public Works, Orky Rodriguez	(305) 375-2940
D.E.R.M., John Lariosa	(305) 372-6752
M.D.T., Daryl Hurston	(305) 638-7201
S.W.M., Ermine Brookes	(305) 514-6855
Human Services, Gale Aldrich	(305) 375-5845
M.D.H.A., Arlester Shorter	(305) 644-5320
Aviation, Neivy Garcia	(305) 876-8482

3.8 SET UP CHARGES FOR OTHER THAN REQUIRED LOGO

The Vendor shall list charges for additional silk screening (one (1) to six (6) color), flashing per shirt fee, and print charge per shirt, art fee one time fee and type setting one time fee, if required by Department.

SET UP CHARGES FOR ADDITIONAL SILK SCREENING
other than County hook and Department or Division name (para 3.5)

ONE (1)	COLOR SCREEN
TWO (2)	COLOR SCREEN
THREE (3)	COLOR SCREEN
FOUR (4)	COLOR SCREEN
FIVE (5)	COLOR SCREEN
SIX (6)	COLOR SCREEN

PRINT CHARGE PER SHIRT

ONE (1)	COLOR SCREEN
TWO (2)	COLOR SCREEN
THREE (3)	COLOR SCREEN
FOUR (4)	COLOR SCREEN
FIVE (5)	COLOR SCREEN
SIX (6)	COLOR SCREEN

ART FEE (ONE TIME FEE)

TYPE SETTING (ONE TIME FEE)

FLASHING (per shirt fee)

**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.
Wednesday
July 9, 2008



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:ar	DPM Purchasing Division	Date Issued: 6/17/08	This Bid Submittal Consists of Pages 22 through 35
-----------------	----------------------------	----------------------	-------------------------------------------------------

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.

T-Shirts for 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: 200-56	
A. Rodriguez	Sr. Procurement Contracting Agent

FIRM NAME: _____

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE
ON PAGE 35 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 35 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER
YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County

FIRM NAME: _____

Item No.	Estimated Quantity	Description	Unit Price	Total
1.	2000 Each	Heavyweight T – Shirt, 100% Cotton, 6.1 oz, short sleeve no pocket, Sizes: Small, through X-Large Light colors. Hanes Style #5180, Gilda G200 or “Approved Equal.”	\$_____ Each	\$_____
	250 Each	Charge for size XXL	\$_____ Each	\$_____
	250 Each	Charge for size XXXL	\$_____ Each	\$_____
		Light Colors available: _____ _____		
a.	2000 Each	Heavyweight T – Shirt, 100% Cotton, 6.1 oz, short sleeve no pocket, Sizes: Small, through X-Large Dark colors. Hanes Style #5180, Gilda G200 or “Approved Equal.”	\$_____ Each	\$_____
	250 Each	Charge for size XXL	\$_____ Each	\$_____
	250 Each	Charge for size XXXL	\$_____ Each	\$_____
		Dark Colors available: _____ _____		
		Manufacturer _____		
		Style No. _____		

BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County

FIRM NAME: _____

Item No.	Estimated Quantity	Description	Unit Price	Total
2.	400 Each	“T” – Shirt, 100% Cotton, 5.5 oz., short Sleeve, no pocket, sizes S – XL, light colors. Hanes 5280 Or “Approved Equal.”	\$_____ Each	\$_____
	50 Each	Charge for size XXL	\$_____ Each	\$_____
	50 Each	Charge for size XXXL	\$_____ Each	\$_____
		Light Colors available: _____ _____		
a.	400 Each	“T” – Shirt, 100% Cotton, 5.5 oz., short Sleeve, no pocket, sizes S – XL, dark colors. Hanes 5280 Or “Approved Equal.”	\$_____ Each	\$_____
	50 Each	Charge for size XXL	\$_____ Each	\$_____
	50 Each	Charge for size XXXL	\$_____ Each	\$_____
		Dark Colors available: _____ _____		
		Manufacturer _____		
		Style No. _____		

**BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County**

FIRM NAME: _____

Item No.	Estimated Quantity	Description	Unit Price	Total
3.	400 Each	“T” – Shirt, 50/50 Cotton/Polyester 5.5 oz., short sleeve, no pocket Sizes S – XL, light colors Hanes #5170, Gildan #8000	\$ _____ Each	\$ _____
	50 Each	Charge for size XXL	\$ _____ Each	\$ _____
	50 Each	Charge for size XXXL	\$ _____ Each	\$ _____
		Light Colors available: _____ _____		
a.	900 Each	“T” – Shirt, 50/50 Cotton/Polyester 5.5 oz., short sleeve, no pocket Sizes S – XL, darkt colors Hanes #5170, Gildan #8000	\$ _____ Each	\$ _____
	50 Each	Charge for size XXL	\$ _____ Each	\$ _____
	50 Each	Charge for size XXXL	\$ _____ Each	\$ _____
		Dark Colors available: _____ _____		
		Manufacturer _____		
		Style No. _____		

**BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County**

FIRM NAME: _____

Item No.	Estimated Quantity	Description	Unit Price	Total
4.	5000 Each	Heavyweight T – Shirt, 100% Cotton, 6.1 oz, short sleeve with pocket, Sizes: Small, through X-Large Light colors. Hanes Style #5190, or “Approved Equal.”	\$_____ Each	\$_____
	1000 Each	Charge for size XXL	\$_____ Each	\$_____
	300 Each	Charge for size XXXL	\$_____ Each	\$_____

Light Colors available: _____

a.	3000 Each	Heavyweight T – Shirt, 100% Cotton, 6.1 oz, short sleeve with pocket, Sizes: Small, through X-Large, Dark colors. Hanes Style #5190, or “Approved Equal.”	\$_____ Each	\$_____
	750 Each	Charge for size XXL	\$_____ Each	\$_____
	250 Each	Charge for size XXXL	\$_____ Each	\$_____

Dark Colors available: _____

Manufacturer _____

Style No. _____

BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
5.	250 Each	T – Shirt, 100% Cotton, 5.5 oz, short sleeve with pocket, Sizes: Small, through X-Large Light colors. Hanes Style #5290, or “Approved Equal.”	\$_____ Each	\$_____
	25 Each	Charge for size XXL	\$_____ Each	\$_____
	25 Each	Charge for size XXXL	\$_____ Each	\$_____

Light Colors available: _____

a.	50 Each	T – Shirt, 100% Cotton, 5.5 oz, short sleeve with pocket, Sizes: Small, through X-Large, Dark colors. Hanes Style #5290, or “Approved Equal.”	\$_____ Each	\$_____
	3 Each	Charge for size XXL	\$_____ Each	\$_____
	1 Each	Charge for size XXXL	\$_____ Each	\$_____

Dark Colors available: _____

Manufacturer _____

Style No. _____

BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
6.	1500 Each	T – Shirt, 50/50, Cotton/Polyester, 5.5 oz, short sleeve with pocket, Sizes: Small, through X-Large Light colors. Gildan #8300, or “Approved Equal.”	\$_____ Each	\$_____
	300 Each	Charge for size XXL	\$_____ Each	\$_____
	200 Each	Charge for size XXXL	\$_____ Each	\$_____
		Light Colors available: _____ _____		
a.	4000 Each	T – Shirt, 50/50, Cotton/Polyester, 5.5 oz, short sleeve with pocket, Sizes: Small, through X-Large, Dark colors. Gildan #8300, or “Approved Equal.”	\$_____ Each	\$_____
	750 Each	Charge for size XXL	\$_____ Each	\$_____
	250 Each	Charge for size XXXL	\$_____ Each	\$_____
		Dark Colors available: _____ _____		
		Manufacturer _____		
		Style No. _____		

BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
7.	100 Each	Heavyweight T – Shirt, 100% Cotton, 6.1 oz, long sleeve no pocket, Sizes: Small, through X-Large Light colors. Hanes Style #5186, Gildan 2400 or “Approved Equal.”	\$_____	\$_____
	10 Each	Charge for size XXL	\$_____	\$_____
	10 Each	Charge for size XXXL	\$_____	\$_____
		Light Colors available: _____		

a.	50 Each	Heavyweight T – Shirt, 100% Cotton, 6.1 oz, short sleeve no pocket, Sizes: Small, through X-Large Dark colors. Hanes Style #5186, Gildan 2400 or “Approved Equal.”	\$_____	\$_____
	10 Each	Charge for size XXL	\$_____	\$_____
	10 Each	Charge for size XXXL	\$_____	\$_____
		Dark Colors available: _____		

		Manufacturer _____		
		Style No. _____		

**BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County**

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
8.	100 Each	T – Shirt, 100% Cotton, 5.5 oz, long sleeve with pocket, Sizes: Small, through X-Large Light colors. Hanes Style #5296, Fruit of the Loom #4930p or “Approved Equal.”	\$_____	\$_____
	10 Each	Charge for size XXL	\$_____	\$_____
	10 Each	Charge for size XXXL	\$_____	\$_____
		Light Colors available: _____		

a.	100 Each	T – Shirt, 100% Cotton, 5.5 oz, long sleeve with pocket, Sizes: Small, through X-Large Dark colors. Hanes Style #5296, Fruit of the Loom #4930p or “Approved Equal.” .”	\$_____	\$_____
	10 Each	Charge for size XXL	\$_____	\$_____
	10 Each	Charge for size XXXL	\$_____	\$_____
		Dark Colors available: _____		
		Manufacturer _____		
		Style No. _____		

BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
9.	100 Each	T – Shirt, 50/50, Cotton/Polyester, 5.5 oz, long sleeve no pocket, Sizes: Small, through X-Large Light colors. Gildan #8400, Jerzees #291s or “Approved Equal.”	\$_____ Each	\$_____
	30 Each	Charge for size XXL	\$_____ Each	\$_____
	20 Each	Charge for size XXXL	\$_____ Each	\$_____
		Light Colors available: _____ _____		
a.	100 Each	T – Shirt, 50/50, Cotton/Polyester, 5.5 oz, long sleeve no pocket, Sizes: Small, through X-Large, Dark colors. Gildan #8400, Jerzees #291s or “Approved Equal.”	\$_____ Each	\$_____
	30 Each	Charge for size XXL	\$_____ Each	\$_____
	20 Each	Charge for size XXXL	\$_____ Each	\$_____
		Dark Colors available: _____ _____		
		Manufacturer _____		
		Style No. _____		

**BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County**

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
10.	700 Each	Safety T-Shirt , 100% Cotton, short sleeve, with pocket, reflective strips Size: S-XL, color: safety orange and safety lime. North Safety #TV35TS Or 'Approved Equal'	\$_____ Each	\$_____
	40 Each	Charge for size XXL	\$_____ Each	\$_____
	40 Each	Charge for size XXXL	\$_____ Each	\$_____
		Manufacturer _____		
		Style No. _____		
11.	10 Each	Safety T-Shirt , 100% Polyester, short sleeve, with pocket, reflective strips Size: S-XL, color: fluorescent lime North Safety # SSTPC2-Y, Dickies #VS200 or 'Approved Equal'	\$_____ Each	\$_____
	5 Each	Charge for size XXL	\$_____ Each	\$_____
	5 Each	Charge for size XXXL	\$_____ Each	\$_____
		Manufacturer _____		
		Style No. _____		

Note: Price includes the silk screening of the County logo on each shirt where directed by the ordering department (para 3.8).

**BID SUBMITTAL FOR:
T-Shirts for Miami-Dade County**

FIRM NAME: _____

Item No	Estimated Quantity	Description	Unit Price	Total
12.	500 Each	Additional charge to imprint the 'DERM' logo (page 19)	\$_____ Per shirt	\$_____
13.	100 Each	Additional charge to imprint the 'Signal & Sign' logo (page 20)	\$_____ Per shirt	\$_____
14.		<u>Set Up Charge for additional silk screening</u>		
	200	One (1) Color Screen	\$_____	
	150	Two (2) Color Screen	\$_____	
	100	Three (3) Color Screen	\$_____	
	75	Four (4) Color Screen	\$_____	
	50	Five (5) Color Screen	\$_____	
	25	Six (6) Color Screen	\$_____	
15.		<u>Print Charge per Shirt</u>		
		One (1) Color Screen	\$_____	
		Two (2) Color Screen	\$_____	
		Three (3) Color Screen	\$_____	
		Four (4) Color Screen	\$_____	
		Five (5) Color Screen	\$_____	
		Six (6) Color Screen	\$_____	
16.		Art Fee	\$_____ (One Time Fee)	
17.		Type Setting Fee	\$_____ (One Time Fee)	
18.		Flashing	\$_____ (Per Shirt Fee)	

SECTION 4
BID SUBMITTAL FOR:

T-Shirts for Miami-Dade County

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: T-Shirts for Miami-Dade County

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.

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

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

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

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

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

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

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS

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

