



**BID NO.: 8933-1/13**

**OPENING: 2:00 P.M.  
January 28, 2009**

**MIAMI-DADE COUNTY, FLORIDA  
I N V I T A T I O N  
T O B I D**

**TITLE: CENTRAL A/C AND RELATED DUCTWORK - PREQUALIFICATION**

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

- CERTIFICATE OF COMPETENCY:..... Section 2, Para 2.14**
- INDEMNIFICATION/INSURANCE:..... Section 2, Para 2.11**
- SMALL BUSINESS ENTERPRISE MEASURE:..... Section 2, Para 2.2**
- USER ACCESS PROGRAM:..... Section 2, Para 2.21**
- WRITTEN WARRANTY:..... Section 2, Para 2.19**

**FOR INFORMATION CONTACT:**

**Anthony O'Connor at 305-375-4512, or at [ooconnor@miamidade.gov](mailto:ooconnor@miamidade.gov)**

**IMPORTANT NOTICE TO VENDORS:**

**N/A**

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 24 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 8933-1/13**

**Title: CENTRAL A/C AND RELATED DUCTWORK - PREQUALIFICATION**

**Sr. Procurement Contracting Agent: Anthony O'Connor**

**Bids will be accepted until 2:00 p.m. on January 28, 2009**

**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 Vendors 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. The Vendor may, at Vendor's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.**

**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 VENDORS:**

- 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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidadegov/dpm](http://www.miamidadegov/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, 19<sup>th</sup> 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.miamidadegov](http://www.miamidadegov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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 R162-00 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 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidadecounty.gov](mailto: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 firm's 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.

**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-1674-88, 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 regarding the responsibility of the bidder 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 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.
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:

Table with 2 columns: Award Amount and Filing Fee. Rows include \$25,000-\$250,000 (\$500), \$250,001-\$500,000 (\$1,000), \$500,001-\$5 million (\$3,000), and 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.

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.

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.

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.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

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, 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, 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.

**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 Works' 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**

**2.1 PURPOSE: TO PRE-QUALIFY VENDORS**

It is the intent of this solicitation to identify and make available to the County, qualified suppliers, installers and service providers of central air conditioning units. This includes but is not limited to removal of existing units prior to new installation, the installation of 'smart' digital thermostats and inspection / sealing / insulation / replacement of existing ducts when identified as required. It also extends to the service and 'tune-up' of existing central air conditioning units.

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

**2.3 PRE-BID CONFERENCE: Intentionally Omitted**

**2.4 TERMS OF CONTRACT: TWO (2) YEARS**

This contract will 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. This contract shall expire on the last day of the two (2) year period.

**2.5 OPTION TO RENEW (OTR): TWO (2) YEARS**

Prior to completion of the contract's initial term, the County shall have the option to renew this contract for an additional two (2) years consecutively. Continuation of this contract beyond the initial period is a County prerogative, not a right of the vendor. This prerogative may be exercised by the County only when such continuation is clearly in the best interest of the County. In the event the vendor declines the County's right to exercise an option to renew period, the County may consider the vendor to be in default which may affect the vendor's eligibility for future contracts.

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

Vendor(s) are required to submit all of the specified information, documents and attachments with their bid submittal as proof of compliance to the requirements of this Invitation to Bid. However, the County may, at its sole discretion and in its best interest, allow vendors to complete, supplement, or supply the required documents during the bid evaluation period.

**SECTION 2**  
**SPECIAL CONDITIONS**

During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary. If the County elects to add vendors, the vendors must meet the same minimum qualifications established for the original competition.

**2.6.1: Group 1: Central Air Conditioning**

Under **Group 1** the County will purchase the following goods and services:

New, high-efficiency replacements for existing central air conditioning units complete with digital thermostats and all related installation. Vendors will be responsible for installation of new units and removal and appropriate disposal of any existing central air conditioning units.

The following criteria apply:

- A. Award of this group will be made to all responsive, responsible vendors who meet the qualification as stated in 2.6.1 (b),(c),(d) and (e)
- B. Vendors shall be equipped with modern office equipment, especially a dedicated facsimile (fax) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. This facility shall be staffed by a representative who can be contacted Monday through Friday from 9:00 AM to 5:00 PM for quotations.
- C. To facilitate response time and access to service staff, vendors must be located within Miami-Dade, Broward, Palm Beach or Monroe Counties and shall provide a copy of their local tax certificate as proof of office / warehouse location.
- D. Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years. If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two years.
- E. Vendors shall provide a list of all employees who will be conducting any work within Group 1. These employees must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A or B). Copies of said certification must accompany the bid.

**2.6.2: Group 2: Tune-up of Central Air Conditioning Units**

Under **Group 2**, the County will purchase the labor and services required to tune-up existing, installed central air conditioning units

**SECTION 2**  
**SPECIAL CONDITIONS**

The following criteria apply:

- A. Award of this group will be made to all responsive, responsible vendors who meet the qualification as stated in 2.6.2 (b),(c),(d) and (e)
- B. Vendors shall be equipped with modern office equipment, especially a dedicated facsimile (fax) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. This facility shall be staffed by a representative who can be contacted Monday through Friday from 9:00 AM to 5:00 PM for quotations.
- C. To facilitate response time and access to service staff, vendors must be located within Miami-Dade, Broward, Palm Beach or Monroe Counties and shall provide a copy of their local tax certificate as proof of office / warehouse location.
- D. Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years. If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two years
- E. Vendors shall provide a list of all employees who will be conducting any work within Group 2. These employees must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A, B or C). Copies of said certification must accompany the bid.

**2.6.3: Group 3: Inspection and Repair of Central Air Conditioning Ducts**

Under **Group 3**, the County will purchase the services and equipment required to inspect currently installed central air conditioning systems to identify missing insulation, holes and/or leakage in ductwork and make necessary repairs or replacements.

The following criteria apply:

- A. Award of this group will be made to all responsive, responsible vendors who meet the qualification as stated in 2.6.3 (b),(c),(d) and (e)
- B. Vendors shall be equipped with modern office equipment, especially a dedicated facsimile (fax) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. This facility shall be staffed by a representative who can be contacted Monday through Friday from 9:00 AM to 5:00 PM for quotations.

**SECTION 2**  
**SPECIAL CONDITIONS**

- C. To facilitate response time and access to service staff, vendors must be located within Miami-Dade, Broward, Palm Beach or Monroe Counties and shall provide a copy of their local tax certificate as proof of office / warehouse location.
- D. Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years. . If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two years.
- E. Vendors shall provide a list of all employees who will be conducting any work within Group 3. These employees must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A, B or C). Copies of said certification must accompany the bid.

**2.6.4: QUOTATION PROCEDURES**

Vendor(s) meeting minimum criteria shall be deemed pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, all pre-qualified vendors for a specific group will be invited to offer a fixed price for a specific individual purchase. When deemed necessary by the County department, the prospective vendor must contact the homeowner to arrange for an appointment to examine the scope of work at the property prior to submitting a bid. No change orders shall be accepted for items missed (i.e.: line chase, concrete pads, electrical disconnects etc). The vendor then offering the lowest fixed price shall be awarded the specific purchase. The award to one vendor for a specific purchase does not preclude that vendor or the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

**2.7 PRICES : Intentionally Omitted**

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: Intentionally Omitted**

**2.9 EQUAL PRODUCT: Intentionally Omitted**

**2.10 LIQUIDATED DAMAGES: Intentionally Omitted**

**2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Vendor(s) shall be required to provide Certificate(s) of Insurance prior commencement of any work outlined in this contract.

**SECTION 2**  
**SPECIAL CONDITIONS**

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

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

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

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance 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.

**SECTION 2**  
**SPECIAL CONDITIONS**

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

**CERTIFICATE HOLDER MUST READ:   MIAMI-DADE COUNTY**  
**111 NW 1<sup>st</sup> STREET**  
**SUITE 1300**  
**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.**

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section                    of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event 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 of this solicitation.

**2.12   BID GUARANTY: Intentionally Omitted**

**2.13   PERFORMANCE BOND: Intentionally Omitted**

**2.14   CERTIFICATE OF COMPETENCY**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency as a **Certified Air Conditioning Contractor** issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.14.1 Group 1:** A minimum certification requirement of Class A or B is necessary for any participating vendor(s). Vendors shall provide a list of all employees who will be conducting any work within Group 1. These employees must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A or B). Copies of said certification must accompany the bid.

**2.14.2 Group 2 or 3:** A minimum certification requirement of Class A, B or C is necessary for any participating vendor(s). Vendors shall provide a list of all employees who will be conducting any work within Group 2 or 3. These employees must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A, B or C). Copies of said certification must accompany the bid.

If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), the appropriate Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES/PAYMENTS FOR COMPLETED PURCHASES AND/OR SERVICES RENDERED**

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.

The County shall provide periodic payments for **services** rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

**SECTION 2**  
**SPECIAL CONDITIONS**

## 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
- Any backup documentation or subcontractor documentation as required by the 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: F.O.B. DESTINATION**

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various locations within Miami-Dade County.

**SECTION 2**  
**SPECIAL CONDITIONS**

Orders requiring special handling, such as air-freight or same day delivery, must be pre-authorized by a County representative. All charges resulting from special handling must be authorized by the County representative prior to placing the order and must be shown on the vendors invoice as a separate item.

**2.17 DELIVERY SHALL BE ESTABLISHED WITH THE DEPARTMENTS**

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

Should the vendor(s) to whom an order is awarded fail to deliver in the number of days established with the department, 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 elsewhere and to charge the vendor with any re-procurement costs by invoicing the vendor or offsetting the costs associated with re-procurement from amounts due to the vendor by the County.

**2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION**

The County shall not accept any back orders of deliveries from the vendor unless written authorization is issued by the County department. Accordingly, the vendor is required to deliver all items to the County within the time established by the department and no grace period shall be honored.

**2.19 WARRANTY**

**2.19.1 Group 1:** Warranty requirements for central air-conditioning equipment supplied under this solicitation will be for a minimum of three (3) years from the date of acceptance and shall provide coverage for replacement of faulty and/or damaged equipment, parts and components. Warranty coverage for the associated labor (installation) shall be for a minimum of ninety (90) days.

**2.19.2 Group 2:** Warranty requirements for air conditioning tune-up services provided under this solicitation will be for a minimum of ninety (90) days after the date of acceptance of the labor, materials and/or equipment by the County.

**2.19.2 Group 3:** Warranty requirements for inspection and repair of ductwork provided under this solicitation will be for a minimum of ninety (90) days after the date of acceptance of the labor, materials and/or equipment by the

**SECTION 2**  
**SPECIAL CONDITIONS**

County.

All applicable warranties issued for goods and services provided under this contract will be assigned to the respective homeowners by the vendor once acceptance by the County has been established.

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Anthony O'Connor, at (305) 375-4512 / email – oconnor@miamidade.gov

**2.21 COUNTY USER ACCESS PROGRAM (UAP) : Intentionally Omitted**

**2.22 CLEAN-UP**

All unusable materials, debris and replaced equipment shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated County department's project manager.

**2.23 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).

**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 two (2) business 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 two (2) business 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 invoicing the vendor or offsetting the costs associated with re-procurement from amounts due to the vendor by the County. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.25 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the vendor shall be the most recent model available. Any optional components or items which are required to make units operable and conform to the contract specifications shall be considered standard equipment for purposes of responding to a Request for Quotation unless otherwise specified. Demonstrator models will not be accepted. Omission of any essential detail from the specifications provided with the Request for Quotation does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards, and shall be of a suitable type and grade for the purpose.

**2.26 WORK ACCEPTANCE**

All materials provided and work performed under this contract will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**2.27 PERMITS**

Vendor(s) shall obtain, maintain and apply for all licenses, permits and inspection fees required for this contract and for the performance of the work solicited through any Request for Quotation. Vendor(s) shall comply with all laws, ordinances, regulations and building code requirements applicable to the work being performed. Damages, penalties and or fines imposed on the County or the vendor due to the vendor's failure to obtain or maintain the required licenses or permits shall be borne by the vendor(s).

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**3.1 SCOPE OF WORK**

It is the intent of this solicitation to identify and make available to the County, qualified suppliers, installers and service providers of central air conditioning units. This includes but is not limited to removal of existing units prior to new installation, installation of 'smart' digital thermostats and inspection / sealing / insulation / replacement of existing ducts as necessary. It also extends to the service and 'tune-up' of existing central air conditioning units.

The work will be performed in private homes throughout Miami-Dade County as part of the U.S. Department of Energy Weatherization Program, administered by the Miami-Dade County Community Action Agency.

**3.2 GROUPS AND CATEGORIES**

The following is a representative listing of the goods and services required. These lists are neither exclusive nor complete and may be revised as needs arise during the term of this contract. With all work that is performed, the vendor must provide a detailed 'check list' of completed tasks to facilitate inspection by County representative.

**Group 1: Central Air Conditioning**

Installation of new, high-efficiency central air conditioning units, comprising of the following:

- Upgrade existing central air conditioning **units** to new high-efficiency type unit with a minimum Seasonal Energy Efficiency Rating (S.E.E.R) of 13.00.
- Replace existing thermostats with digital versions.
- Provide instruction to the homeowner on how to operate unit and program thermostat
- Remove and dispose of existing central air conditioning unit where applicable.
- Issue and assign all applicable warranties for equipment and/or services to the homeowner once acceptance by the County has been established. (See Section 2.0 Paragraph 2.19.1)

**Group 2: Tune-Up of Central Air Conditioning Units**

Tune-up of existing central air conditioning units, comprising of the following items:

- Check and clean condenser coil
- Check voltage and amperage on motors

**SECTION 3**  
**TECHNICAL SPECIFICATION**

- Check, lubricate and adjust blower components
- Check and clean condensation pan and drain
- Check operation pressure for proper refrigerant charge, and add / remove as needed
- Check all safety controls, replace thermostat with new digital type and instruct owner on use.
- Lubricate outside fan
- Check all electrical connections for cracks and/or loose connections, clean and tighten as needed.
- Verify cooling performance, temperature drop and determine if adjustments are needed.
- Clean evaporator coil
- Inspect coolant lines, replace any missing insulation.
- Replace filter with reusable type and instruct owner on filter maintenance.
- Issue and assign all applicable warranties for equipment and/or services to the homeowner once acceptance by the County has been established. (See Section 2.0 Paragraph 2.19.2)

**Group 3: Inspection and Repair of Central Air Conditioning Ducts**

Inspection of currently installed central air conditioning systems to identify missing insulation, holes and/or leakage in ductwork and repair / replace components as necessary.

- Visually inspect balance of central air conditioning systems to identify missing insulation, holes and/or leakage in ductwork and make necessary repairs.
- All accessible ducts, connections and boots should be sealed with mastic. Mastic must overlap joints a minimum of 2 inches
- Foil-faced insulation should be used and duct insulation should have an R-value of R-4 to R-11
- Any replacement ducts installed must be insulated and any repaired duct insulation must match the existing R value.
- Issue and assign all applicable warranties for equipment and/or services to the homeowner once acceptance by the County has been established. (See Section 2.0 Paragraph 2.19.3)

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**January, 28 2009**



**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: 1/16/2009 This Bid Submittal Consists of  
AOC Purchasing Division Pages 19 through 24

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.

**CENTRAL A/C AND RELATED DUCTWORK - PREQUALIFICATION**

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of NA of the total amount of the bid will be required upon execution of the contract by the successful vendor and Miami-Dade County

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 031-06	
PROCUREMENT AGENT: Anthony O'Connor	

FIRM NAME: \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE VENDOR MAY, AT VENDOR'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE  
FAILURE TO SIGN PAGE 24 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:  
CENTRAL A/C AND RELATED DUCTWORK - PREQUALIFICATION**

**Firm Name:** \_\_\_\_\_

Ref: 8933-1/13	Summarized Requirement:	Check As Completed:
<p>The County will purchase central air conditioning units and related installation, tune-up and ductwork repair services on an as needed when needed basis. This includes the removal and disposal of existing air conditioning units where necessary. Award will be made to all responsive, responsible vendors who meet the qualifications as stated in: <b>Para 2.6.1 for Group 1 / Para 2.6.2 for Group 2 / Para 2.6.3 for Group 3</b></p>		
<p>Para 2.6.1 (b), (c), (d), (e)</p>	<p><b><u>Group 1: Central Air-Conditioning</u></b></p> <p>Vendor(s) shall provide:</p> <ul style="list-style-type: none"> <li>• To facilitate response time and access to service staff, vendors must be located within Miami-Dade, Broward, Palm Beach or Monroe Counties, and shall provide a copy of their local tax certificate as proof of office / warehouse location.</li> <li>• Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years <b>OR</b> If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two years.</li> <li>• Vendors shall provide a list of all employees who will be conducting any work within Group 1. These employees must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A or B). Copies of said certification must accompany the bid.</li> </ul> <p>Vendor(s) shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. This facility shall be staffed by representative's who can be contacted Monday thru Friday from 9:00 AM to 5:00 PM for quotations.</p>	<p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p>
<p>Para 2.6.2 (b), (c), (d), (e)</p>	<p><b><u>Group 2: Tune-Up of Central Air-Conditioning Units</u></b></p> <p>Vendor(s) shall provide:</p> <ul style="list-style-type: none"> <li>• To facilitate response time and access to service staff, vendors must be located within Miami-Dade, Broward, Palm Beach or Monroe Counties, and shall provide a copy of their local tax certificate as proof of office / warehouse location.</li> <li>• Vendors shall provide a copy of their Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years <b>OR</b> If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two years.</li> <li>• Vendors employees conducting any work within Group 2 must hold a Certificate of Competency as a Certified Air Conditioning Contractor (Class A, B or C)</li> </ul>	<p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p> <p align="center"><input type="checkbox"/></p>



**BID SUBMITTAL FOR:**  
CENTRAL A/C AND RELATED DUCTWORK - PREQUALIFICATION

Firm Name: \_\_\_\_\_

Complete and return the following section if you are not including a copy of your firms 'Articles of Incorporation' with your bid.

If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two years as detailed in Para 2.6.1 (d), 2.6.2 (d), 2.6.3 (d)

Reference / Company Name	Address	Contact Person	Telephone No.	Email address
1) _____	_____ _____ _____	_____	( )- - -	@ _____
2) _____	_____ _____ _____	_____	( )- - -	@ _____
3) _____	_____ _____ _____	_____	( )- - -	@ _____

SECTION 4  
BID SUBMITTAL FOR:

CENTRAL A/C AND RELATED DUCTWORK - 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: CENTRAL A/C AND RELATED DUCTWORK - PREQUALIFICATION

By signing this Bid Submittal Form the Vendor 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 Vendor must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Vendor. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Vendor is not a responsible contractor.

The Vendor 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 Vendor 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 vendor 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 vendor 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 vendor's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the vendor.

- 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 [ ] or is not [ ], 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 \*By signing this document the vendor 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	(Principal Owner) 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

FORM 100

Date



Note: This affidavit will be requested from all vendors once bids are received and the vendors list is distributed.

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

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

[ ] is not related to any of the other parties bidding in the competitive solicitation, and 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.

OR

[ ] is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. 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 by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean vendors or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another vendor or proposer for the same agreement or in which a parent company or the principals thereof of one (1) vendor or proposer have a direct or indirect ownership interest in another vendor or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

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

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

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal