BID NO.: EPP8109-4/11

OPENING: 2:00 P.M.
WEDNESDAY
AUGUST 23, 2006

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

FIRST AID SUPPLIES

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

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	SEE SECTION 2.0, PARA. 2.24
INDEMNIFICATION/INSURANCE:	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECTION 2.0, PARA. 2.2
SAMPLES/INFORMATION SHEETS:	SEE SECTION 2.0, PARA. 2.9
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2.0, PARA. 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:
Theresa Wilson at 305-375-5073, or at twilson@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:
A SBE Set-Aside applies to this solicitation (Paragraph 2.2)

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 29 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8109-4/11-OTR

Title: FIRST AID SUPPLIES

Sr. Procurement Contracting Agent: THERESA WILSON

Bids will be accepted until 2:00 p.m. on August 23, 2006

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

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

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

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

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.
Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

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

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

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

B. Vendor Registration

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

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

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

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or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying **regarding this** solicitation to file the appropriate form with the Clerk of the Board **stating that a particular lobbyist is authorized to represent the Bidder/Proposer.** The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

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

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business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.

I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.

J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

   (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or

   (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or

   (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When 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 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
$25,000-$100,000	$500
$100,001-$500,000	$1,000
$500,001-$5 million	*$3,000*
Over $5 million	$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to

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the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

C. For award recommendations greater than $100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

D. For award recommendations from $25,000 to $100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a $500 non-refundable filing fee.

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

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

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

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

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

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

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

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.

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

1.31. LOBBYIST CONTINGENCY FEES
A. In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
B. A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably 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

FIRST AID SUPPLIES

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of First Aid Supplies in conjunction with the County's needs on an as needed when needed basis.

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 INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence after 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 expire on the last day of the twelve month period.

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) year(s) period on a year-by-year basis. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

If multiple vendors are involved under a 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 Two (2) Vendors By Group

Award of this contract will be made to the two (2) lowest priced responsive, responsible vendors on a group-by-group basis. To be considered for award by group, the vendor shall offer prices for all items within a given group. The County will then select the vendors for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its

offer for that specific group will be rejected. While the award will be made to two (2) vendors by group to assure availability, the lowest priced vendor for each group will be given the first opportunity to perform under this contract.

2.7 **PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED:**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of one hundred eighty days (180) after the commencement of the contract. After this period, and every other one hundred eighty (180) day period, the vendor may submit a price adjustment to the County based on a manufacturer's revised published price list, or a written notification from the manufacturer to the supplier of price increases, or on an increase on the Federal Excise Tax that occurs after the first 180 day period. The revised published price lists, manufacturer's notification, or Federal Excise Tax Increase shall be submitted to the County's Department of Procurement Management for review. If the requested increases are subsequently approved, the Department of Procurement Management will formalize the increase through the issuance of a Memorandum of Understanding to the existing purchase order prior to the effective date of the price adjustment, and by formal contract modification.

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 **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:

___X___: Product Information Sheets
___X___: 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 must be accompanied with two (2) complete sets of product information sheets (such as factory specifications,

standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the 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 **INTENTIONALLY OMITTED**

2.11 **INTENTIONALLY OMITTED**

2.12 **INTENTIONALLY OMITTED**

2.13 **INTENTIONALLY OMITTED**

2.14 **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

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 bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

SECTION 2
SPECIAL CONDITIONS

2.17 DELIVERY SHALL BE FIFTEEN (15) DAYS AFTER DATE OF ORDER

The vendor shall make deliveries within fifteen (15) 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.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

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

2.19 INTENTIONALLY OMITTED

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Theresa Wilson at (305) 375-5073 email – twilson@miamidade.gov

SECTION 2
SPECIAL CONDITIONS

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.

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.

SECTION 2
SPECIAL CONDITIONS

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 ENVIRONMENTALLY ACCEPTABLE PACKAGING

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

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

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

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

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

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

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

2.24 EXPEDITED PURCHASING PROGRAM

Pursuant to Ordinance 05-26, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6. of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP) and shall adhere to the following terms and conditions:

- EPP may be utilized for the competitive purchase of supplies, materials and services, including professional services other than architectural , engineering and other services subject to applicable County Codes and Florida Statutes, which are estimated to cost one million ($1,000,000) or less.
- Methods of procurement may include but not be limited to: Invitations to Negotiate, Best and Final Offers, Request for Proposals (RFP), Requests for Qualifications (RFQ) and Invitation to Bid (ITB).
- The protest period is reduced from ten (10) days to five (5) days.
- Criteria for determining best value may include, but not be limited to: price, quality, experience, the ability to deliver the required goods and services and the nature and urgency of the County's needs.
- Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County
- The County Manager's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence.
- Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term

Solicitations issued through the EPP process shall clearly be indicated to prospective vendors. Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. The selection method and criteria shall be set forth in the solicitation documents, in accordance with the EPP process.

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" is unacceptable. Failure to provide this information with the offer may result in rejection of the offer.

SECTION 2
SPECIAL CONDITIONS

2.26 FIRST AID SUPPLIES SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

2.27 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.

2.28 PRIMARY VENDOR DESIGNATION:

While the method of award identified in Section 2.6 of the solicitation prescribes the method for determining the lowest responsive, responsible vendor, 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.

2.29 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 County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 2
SPECIAL CONDITIONS

2.30 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the bidders may be required to submit a sample 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 to the State of Florida's Department of General Services, Division of Purchasing, Bureau of Standards Laboratory or any other 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.

2.31 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Unit prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE

To purchase First Aid Supplies for Miami Dade County Departments consisting of but not limited to the following:

- Peroxide
- Alcohol
- Band Aids
- Creams
- Lotions
- Bandages
- Tapes
- Cold Packs
- Latex Gloves
- First Aid Kits (Filled and Empty)
- Eye Wash Units
- Aspirins
- Etc.

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
AUGUST 23, 2006
BID NO.: 8109-4/11-OTR

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

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

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

Issued by:	DPM	Date Issued: 8/9/06	This Bid Submittal Consists of
T.W.	Purchasing Division		Pages 12 through 29

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

FIRST AID SUPPLIES

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

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

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **345-00; 345-40**

SR. PROCUREMENT AGENT: Theresa Wilson

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES ONLY

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 29 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP 1				
1.	30 Each	First Aid Kit for six to 10 people, HEALER #2010G (metal gasketed) or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____ MINIMUM ORDER_____ EACH	$_____ Ea	$_____
2.	475 Each	First Aid Kit, EMPTY, 12/Case Durham #506-43-NP or "Approved Equal." MAKE AND NO.: _____	$_____ Ea	$_____
		TOTAL GROUP 1 (ITEMS 1 AND 2)	$_____	
GROUP 2				
3.	492 ea	Hydrogen Peroxide, 1 pint bottle, 12/Case, Plastic containers only Swan #4706-10 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____per Case	$_____ Ea	$_____
4.	804 ea	Isopropyl Alcohol, 70% Rubbing Compound, 1 pint plastic bottle, 12/Case, Bottle must be properly labeled. Swan #1156-10 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____ per Case	$_____ Ea	$_____
		TOTAL GROUP 2 (ITEMS 3 AND 4)	$_____	

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP 3				
5.	500 Boxes	Adhesive Bandages with air vents, 1" x 3", ACME #M7M1X3, J & J Band-Aid #4644, or "Approved Equal." 100/Box MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
6.	200 Boxes	Band-Aid Sheer Strips, 3/4" x 3", J & J #4634, Acme #MTM375 or "Approved Equal" 100/Box MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
		TOTAL GROUP 3 (ITEM 5 AND 6)	$_____	
GROUP 4				
7.	2000 packs	Applicator, Cotton Tipped, 6" Wood, Sterile 2/pack, 1000 packs to Case, ACME #13-065 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____ packs per Case	$_____ Pack	$_____
8.	100 Boxes	Swabs, Cotton 90/box Q-tips, ACME #5-5404 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
9.	250 Boxes	Cotton, Sterile 1 oz. box, ACME #1008, J & J #6010 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
		TOTAL GROUP 4 (ITEMS 7 THRU 9)	$_____	

GROUP 5

10.	400 Btls.	Eye Wash, 4 oz. bottle, Lavoptik #01-040 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Btl.	$_____
11.	48 Each	Portable Eye Wash Wall Unit, complete with one 32 oz. bottle of Liquid Eye Wash, (Pac-Kit First Aid) PAC-24-202, or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
12.	50 Each	Liquid Eye Wash, 32 oz. bottle, for Item 11 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
		TOTAL GROUP 5 (ITEMS 10 THRU 12)	$_____	

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP 6				
13.	700 Boxes	Non-Aspirin Tablet, 500 mg, 2-pack, 50 packs/Box Ibuprofen, Advil or "Approved Equal"	$_____Box	$_____
14.	1000 Boxes	Non Aspirin Tablet, 500 mg, Acetaminophen, Tylenol Extra Strength 2 per pack, 50 packs/box or "Approved Equal"	$_____Box	$_____
15.	450 Boxes	Bayer Aspirin, 2-pack, 50 packets per Box, 5 grains, child resistant, plastic pouch 1aminate or "Approved Equal"	$_____ Box	$_____
		TOTAL GROUP 6 (ITEMS 13 THRU 15)	$_____	
GROUP 7				
16.	70 Each	Antiseptic Spray, 6 oz., Aero Caine #4524, or "Approved Equal". MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
17.	300 Each	Lip Protectant, Blistex #8122, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
18.	300 Tubes	Foille Ointment 1 oz /tube, Top Safety 605-362, Healer #40806 or "Approved Equal". MAKE AND NO.: _____ PACKAGING: _____	$_____Tube	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
19.	75 Btls.	Iodine 2%, 1 oz/btl, Humco, Swan #3851-10, or "Approved Equal."12/Box MAKE AND NO.: _____ PACKAGING: _____	$_____Btl.	$_____
20.	5 Btls.	Merthiolate, 1 oz/btl. Swan #4101-10, 12/Box, or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Btl.	$_____
21.	200 Jars	Vaseline Petroleum Jelly #1602, 13.0 oz/jar or “Approved Equal.” MAKE AND NO.: _____ PACKAGING: _____	$_____Jar	$_____
22.	200 Btls.	Betadine Solution, 4 oz. bottle, or “Approved Equal.” MAKE AND NO.: _____ PACKAGING: _____	$_____Btl.	$_____
23.	72 Btls.	Mercurochrome, 1 oz bottle, Cumberland 72/case or “Approved Equal” MAKE AND NO.: _____ PACKAGING: _____	$_____Btl.	$_____
24.	400 Pkgs	Sting Kill Swabs, 10 unit handy pack, Pak-it #19-001 or “Approved Equal” MAKE AND NO.: _____ PACKAGING: _____	$_____Pack	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
25.	10 Each	Povidone Iodine Topical, Aerodine Aerosol, #4520, 4.5 oz. or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
26.	7000 ea	Ammonia Inhalants, 10/Pkg., Healer #40301, or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____ Ea	$_____
		TOTAL GROUP 7 (ITEMS 16 THRU 26)	$_____	

GROUP 8

27.	200 Boxes	Adhesive Tape, 1/2" x 10 yards, White, J & J #5126, 24/Box, Dermiclear Royalmed 8050-22, 12 Box /Case, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
28.	200 Boxes	Adhesive Tape 1" x 10 yards, J & J #5127, 12/Box, Dermiclear Royalmed 8010-22, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
29.	1000 Boxes	Adhesive Tape, Non-Allergenic, Cloth 2", 6 per Box, Royalmed 7020-22, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
30.	40 Boxes	Tape, Hypo-Allergenic Cloth, 1" x 10 yds, 12 Rolls/Box, Royalmed 7010-22 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
31.	84 Boxes	Butterfly Closures, Sterile, Medium, J & J #4331 or "Approved Equal" 100/Box, 12 Box/ Case MAKE AND NO.: _____ PACKAGING: _____	$_____Box.	$_____
32.	48 Boxes	Butterfly Closures, Sterile, Large, J & J #4332 or "Approved Equal", 100/Box, 12 Box/Case MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
		TOTAL GROUP 8 (ITEMS 27 THRU 32)	$_____	

GROUP 9

33.	150 Boxes	Gauze Pads, 2" x 2", 25/Box, Healer #26P01, or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
34.	600 Boxes	Gauze Bandages, 3" x 3", 25/Box, Healer #26P03 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
35.	40 Boxes	Gauze Bandages, 1" x 10 yards, Curity Kendall #1143, Handy 2GB01, 12/Box or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Box	$_____
36.	14 Boxes	Gauze Bandages, 2" x 10 yards, 12/Box, Handy 2GB02 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Box	$_____
		TOTAL GROUP 9 (ITEMS 33 THRU 36)	$_____	

GROUP 10

37.	150 Boxes	Bandaid-Knuckle, Coverlet #1390, Beierdorf, 1-1/2" x 3", 100/Box or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
38.	400 Boxes	Alcohol Swabs, Foster #63111 or "Approved Equal", 200/box MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
		TOTAL GROUP 10 (ITEMS 37 AND 38)	$_____	

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP 11				
39.	1000 Each	Bandage Compress, 4", Healer #40704, Pack-It 2-004, or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
40.	700 Each	Triangle Bandage, 4", Gam 210-01, J & J #8068 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
41.	250 Boxes	Bandage, Sterile, 1 Roll/Box, 1" x 5 yds, ACME #178 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Box	$_____
42.	600 Rolls	Bandage, Sterile, 1 Roll/Box, 2" x 5 yds, ACME #183, J & J 6922 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Roll	$_____
43.	1000 Each	Gauze Compress, 24" x 72", 1 to pack, Healer #41224 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
44.	200 Boxes	Bandage, Elastic, 3", 10/Box J & J #7921 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
45.	200 Boxes	Bandage, Rubber Elastic, 3", 10/Box, Foster #8401-052020, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
46.	300 Boxes	Bandage, Rubber Elastic, 6", 10/box, Foster #8401-052040, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
47.	225 Boxes	Bandage, Kling, Stretched, Sterile, 3", 12/Box, Patient Ready Kendall #8073, or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
48.	150 Boxes	Bandage, Kling, Stretched, Sterile, 6", 12/Box Patient Ready Kendall #8076, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
		TOTAL GROUP 11 (ITEMS 39 THRU 48)	$_____	

GROUP 12

49.	50 Each	Rescue Breather, ACME #706, 10/Box "No Substitute"	$_____Ea	$_____
50.	500 Each	Plastic Bite Stick, GAM 70-04, or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Ea	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
51.	5 Boxes	Tongue Blades, Depressors, Sterile, 100/Box, wrapped individually, Solon #369 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
52.	100 Each	Resuscitator, CPR Microshield, MDI 70-160, adults only disposable with case (pouch) and gloves, 50/Case "No Substitute"	$_____Ea	$_____
53.	100 Each	Tourniquet, GAM #400-J or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Ea	$_____
54.	124 Each	Scissors, tape and bandage, 5-1/2" Stainless Steel, ACME 793 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/____Case	$_____Ea	$_____
55.	15 Each	Basin, Emesis 7/8, Premium Plastic, #4882-75 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/____Case	$_____Ea	$_____
56.	300 Each	Tweezer, ACME #786 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/____Case	$_____Ea	$_____
		TOTAL GROUP 12 (ITEMS 49 THRU 56)	$_____	

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP 13				
57.	100 Cases	Cold Pack, Disposable, 5" x 8", 24/Case, GAM #1210 or "Approved Equal"	$_____Case	$_____
58.	5 Cases	Dressing, Sterile, Multi-Trauma, Size 12" x 10", individually packaged, 50/Case, GAM #110-01 or "Approved Equal"	$_____Case	$_____
		TOTAL GROUP 13 (ITEMS 57 AND 58)	$_____	
GROUP 14				
59.	500 Boxes	Dressing, Sterile, 4" x 4", Hermitage #5189, 50/Box or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Box	$_____
60.	500 Pkgs.	Dressing, Non-Sterile, 4" x 4", 200/Pkg Hermitage #84088 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____ Pkg/_____Case	$_____Pkg	$_____
61.	300 Boxes	Dressing, Vaseline, 3" x 5", Sparta P-390, 12/Box or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Box	$_____
62.	400 Each	Dressing, Sterile, 5" x 9" Sergi-Pad (combine) Sterile Wrap, Kendall #9190 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Ea	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
63.	250 Each	Dressing, Sterile, 8" x 10" Sergi-Pad (combine) Sterile Wrap, J & J #2144 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Ea	$_____
		TOTAL GROUP 14 (ITEMS 59 THRU 63)	$_____	

GROUP 15

64.	200 Pack	Penlight, High Intensity, Disposable, 6/pack G.C. Wolf #206, "No Substitute"	$_____Pack	$_____
65.	200 Each	Flashlight Penlight, Size AA, 2 cell Bright Star 100 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____Box/_____Case	$_____Ea	$_____
		TOTAL GROUP 15 (ITEMS 64 AND 65)	$_____	

GROUP 16 (NO SUBSTITUTE)

66.	550 Each	First Aid Pocket Mask with One Way Valve, Laerdal Medical Corp., Cat. No. 82-00-19 "No Substitute"	$_____Ea	$_____
67.	250 Each	Replacement One Way Valve, Laerdal Medical Corp. Cat. No. 82-04-10 (Pack of 10), "No Substitute"	$_____Ea	$_____
		TOTAL GROUP 16 (ITEMS 66 AND 67)	$_____	

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
GROUP 17				
68.	50 Ea	Apron, 50" length, Edmont #54-742 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____Box/_____ Case	$_____Ea.	$_____
69.	100 Ea	Splints, Wire Packet A2, Healer #41819, GAM 80-08 or "Approved Equal" 1 Each per Pack MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
70.	5 Ea	Shinguards, "Steel Grip", SEC #399 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
71.	1500 Ea	Convenience Bag, plastic with a wide cardboard mouth and automatic inner-seal, clear, graduated, Topp 2000 or "Approved Equal." 240/Case MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
72.	25 Boxes	Cone Classic Surgical Mask, 50 to a Box, Tecnol #47121-010 or "Approved Equal." MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____

BID SUBMITTAL FOR:

FIRST AID SUPPLIES

FIRM NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
73.	200 Boxes	Hospital ID, 1" Tyvek Wrist Band, Tamperproof Adhesive closure, Numbered, 500/Box, Available in Various Solid Colors, Collegiate Pacific # M026WBT1 or "Approved Equal" MAKE AND NO.: _____ PACKAGING: _____	$_____Box	$_____
		TOTAL GROUP 17 (ITEMS 68 THROUGH 73)	$_____	

GROUP 18

74.	150 Each	Lotion, Sun Block #15, 6 oz. 12/box MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
75.	150 Each	Lotion Sun Block #30 4 oz. Water Resistant MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
76.	500 Each	Lotion Sun Block #45, 4 oz. Water Resistant MAKE AND NO.: _____ PACKAGING: _____	$_____Ea	$_____
77.	84 Each	Aerosol Insect Repellant, 6 oz. MAKE AND NO._____ PACKAGING_____	$_____Ea	$_____
		TOTAL GROUP 18 (ITEMS 74 THROUGH 77)	$_____	

SECTION 4
BID SUBMITTAL FOR:

FIRST AID SUPPLIES

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: FIRST AID SUPPLIES

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

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

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

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

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

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

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

Yes _____ No _____

and

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?

Yes _____ No _____

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
(**Please see paragraph 1.2 H of General Terms and Conditions**)

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

Signature: _____
(**Signature of authorized agent**)

Print Name: _____ Title: _____

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

APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ _____ 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

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is $9.81 per hour plus health benefits as described in the ordinance, or $11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

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 _____

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

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

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

☐ had annual gross revenues in excess of $5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

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

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

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

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

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

By: _____ _____ 20 ___

Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/

Printed Name of Affiant and Title Federal Employer Identification Number

_____

Printed Name of Firm

_____

Address of Firm

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

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

Type of identification

_____ _____

Signature of Notary Serial Number

_____ _____

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

☐ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

_____ _____

Signature Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This forms, 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

MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT

RESOLUTION (R-738-92)

MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

DEFINITIONS

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	**STATE**	**ZIP**
SIGNATURE	**TITLE**	