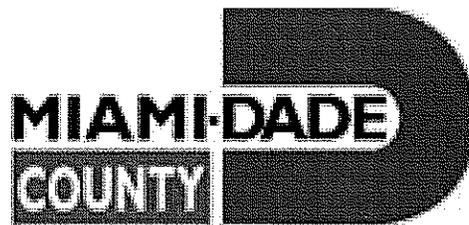


BID NO.: FB-00053
OPENING: 6:00 P.M.
Vending Machine Services
Apr 7, 2014



MIAMI-DADE COUNTY, FLORIDA

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

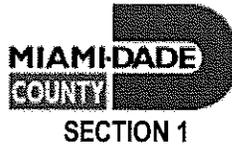
TITLE:
Vending Machine Services

**BIDS WILL BE ACCEPTED UNTIL 6:00:00 PM EDT
ON Apr 7, 2014**

FOR INFORMATION CONTACT:
Mike Ramos, 305-375-5215, RamosMi@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.

**GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r14-1.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

SECTION 2 - SPECIAL TERMS AND CONDITIONS

VENDING MACHINE SERVICES

2.1 PURPOSE

The purpose of this Bid Solicitation is to establish a revenue producing contract for Vending Services for various Miami-Dade County (County) facilities.

DEFINITIONS

- A. **Minimum Monthly Guarantee (MMG)** is defined as a monthly payment to the County by the Successful Bidder for 300 vending machines or less installed in County facilities.
- B. **Additional Payment Per Machine (APPM)** is defined as an additional amount received by the County for each machine in excess of 300. The APPM will be calculated as follows: the MMG divided by 300.
- C. **Monthly Payment Report** is a report which shall include facility address, time period covered, number of machines per location separated by type of machine, and total vending machines. The report shall also include the machines constituting the APPM.
- D. **Product and Sales Report** is a report that shall be computer-generated in a Microsoft Excel format, styled in columns, each headed with the following information and sorted by location. 1) name and address of facility; 2) machine serial number; 3) location within the facility or complex 3) number of products sold for month reported; 4) total sales for the month with tax information broken out; and 5) dollar reading of non-resettable meter. The report should also include removal or replacement of machines in and out of County facilities.

2.2 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department - Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five year period.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial term, the County shall have the option to renew for **one additional five (5) year term**. The Successful Bidder shall maintain, for the entirety of the additional period, the same terms, and conditions of the originally awarded contract.

Continuation of the contract beyond the initial five year term is a County prerogative and not a right of the Successful Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the Successful Bidder decline the County's right to exercise the option-to-renew term, the County may consider the Bidder in default which shall affect that Bidders' eligibility for future contracts.

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible bidder who offers the highest MMG.

The Successful Bidder will be awarded the right to provide vending services in facilities occupied, managed, or otherwise defined for use by the County at the County's sole discretion.

2.5 PRICES

The MMG proposed by the Successful Bidder and the APPM shall remain fixed and firm during the term of the contract. However, the County reserves the right to negotiate an increase of the MMG, which will result in an adjustment of the APPM, as deemed in its best interest, based on market conditions and other factors.

2.6 METHOD OF PAYMENT

A. Payments

The Successful Bidder shall make all payments to the County no later than the fifteenth (15th) day of the month for the previous month serviced. For example payments for the month of June 2014 are due no later than July 15th 2014. Any payment to the County does not guarantee sales of products contained in vending machine(s). Any machines placed on County property, shall be included in that month's count. The County shall receive payment for all vending machines located on County property.

Payments should be mailed or delivered to the address listed below:

Miami-Dade County Internal Services Department

Facilities and Utilities Management Division

Attn: Charlotte Horne - County's Project Administrator

200 N W 1st Street

Miami, Florida 33128

The County reserves the right to change the payments structure / format and delivery location and/or add payment locations as it deems necessary.

Payments shall be submitted with a Monthly Payment Report, as defined in Section 2.1 (C).

B. Penalty for Late Payments

In the event the Successful Bidder fails to make the required payment as established above, there shall be added, to such payment, a late charge of one half percent (1/2 %).

2.7 CONTACT PERSON

For any additional information regarding the specifications and requirements of this solicitation and resultant contract, please contact: Mike Ramos at (305) 375-5215, email: ramosmi@miamidade.gov.

2.8 VENDING MACHINES

A - TRANSITION PLAN

In the instance that the incumbent vendor is awarded the successor contract their first payment under this solicitation shall represent the amount awarded inclusive of the MMG and APPM as appropriate.

In the instance a new Successful Bidder is awarded, a 60 day transition period will be allowed, 30 days to order the vending machines and 30 days for placement. This transition plan shall identify the timeframe for the removal of the incumbent's vending machine(s) on a phased basis and the placement of new machines by the Successful Bidder. The new Successful Bidder shall pay 50% of the MMG and APPM during the final 30 day transitional phase.

B - ADDITIONAL VENDING MACHINE

The Successful Bidder shall not add any vending machine(s) without prior written approval from the County's Project Administrator; any such placement of vending machine(s) without proper written approval from the County may be considered default. If the County's Project Administrator authorizes additional vending

machine(s) at an individual site, the County shall have the authority and flexibility to select which type of vending machine(s) (beverage, snack/food, ice cream, coffee among others) to add to the site.

In the event that the installation site is not equipped (to include water and electric service) installation expenses for that site shall be borne by the Successful Bidder.

C - REMOVAL/RELOCATE OF VENDING MACHINE

The Successful Bidder shall not remove or relocate any vending machine(s) without prior written approval from the County's Project Administrator; any vending machine that is removed or relocated by the Successful Bidder without proper written approval from the County's Project Administrator is a matter of default. After proper written approval from the County's Project Administrator, the Successful Bidder shall remove or relocate any vending machine within 5 business days.

2.9 DEFICIENCIES IN WORK

- At completion (installation of machines and/or refurbishments of goods), the Successful Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Administrator. All unusable material and debris shall be removed from the premises.
- The Successful Bidder shall repair and/or replace any vending machines within twenty-four (24) hours after the County advises, that are not in working order; meaning vending machine is not functioning properly as it was meant to do. The Successful Bidder shall bear all costs of any such repairs or replacements. Saturdays, Sundays and holidays shall be excluded from the 24-hour threshold – eg. Machines reported inoperative at 1:00 p.m. on Friday must be repaired / replaced by 1:00 p.m. on Monday. The Successful Bidder must provide the name(s) and telephone number(s) of the service personnel to the Facility Manager or designated County's Project Administrator so that malfunctions may be reported immediately
- The Successful Bidder shall advise the County's Project Administrator of each malfunctioning vending machine.
- If the Successful Bidder fails to correct the work within the period specified, the County may at its discretion, notify the Successful Bidder, in writing, that the Successful Bidder is subject to contractual default if the repair/replacement is not completed to the satisfaction of the County within forty-eight (48) hours of receipt of the notice. If the Successful Bidder fails to correct the work within the period specified in the notice, the County may place the Successful Bidder on default, and obtain the services of another bidder to correct the deficiencies, and charge the Successful Bidder for these costs through invoicing.

2.10 VENDING MACHINES SHALL BE MOST RECENT MODEL AVAILABLE

The Successful Bidder shall initially install the latest model vending machines with the most current tamperproof non-re-settable meters and any financial accounting systems available. Throughout the term of the contract, the vending machines shall be maintained in a new or like new condition. The vending machines shall conform to all applicable Occupational Safety and Health Administration (O.S.H.A.), State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with applicable industry standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards. Any optional components which are required in accordance with the bid specifications shall be considered standard equipment for purposes of this solicitation. Omission of any essential detail from these specifications does not relieve the Successful Bidder from furnishing a complete unit.

Miami-Dade County may require the successful bidder to provide energy saving machines/equipment through built-in technology or external third party products. Our inventory of LEED certified buildings is growing due to legislative changes and existing buildings are being retrofitted for certification as well. Miami-Dade County reserves the right to request that the successful bidder install these energy devices on machines/equipment located in LEED certified buildings at no additional cost to the County.

2.11 AMERICAN WITH DISABILITY ACT (ADA)

The Successful Bidder is responsible to comply with all current and applicable ADA regulations.

For reference purposes, below are some links provided to access ADA regulations:

- 2010 ADA Standards for Accessible Design:
http://www.ada.gov/2010ADASTandards_index.htm
- 2012 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, ADOPTED PURSUANT TO SECTION 553.503, FLORIDA STATUTES:
http://www.floridabuilding.org/fbc/committees/accessibility/aac/Changes_to_Law/2012_Florida_Accessibility_Code_Final%20.pdf
- The Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III: http://www.ada.gov/2010_regs.htm

2.12 INSTALLATION OF OTHER TYPES OF ITEMS

While the County has listed all major items that it intends to purchase from the vending machines which are utilized by County departments in conjunction with its operations, there are many similar items within the vending machines such as facsimile, copier, phone card, and other specialized vending services that may be requested by the County during the term of this contract. Under these circumstances, a County Project Administrator will contact the Successful Bidder to obtain a price quote for the similar items. If there are multiple bidders on the contract, the County reserves the right to award these ancillary services to the primary contract bidder, another contract bidder based on which quote provides the County the highest revenue or to bid the items through a separate solicitation.

2.13 SMALL BUSINESS ENTERPRISE (SBE) MEASURES

Section 1.0 Paragraph 1.43 is exempt from this solicitation.

2.14 FORCE MAJEURE

In any event of natural disaster, or war, and without the fault or negligence of either party, the County is forced to close its facilities for five or more consecutive days, the minimum monthly guarantee shall be adjusted on a prorated basis for the days of facility closure after the fifth consecutive day of a closure. This adjustment shall be applied effective on the sixth day.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this Bid Solicitation is to establish a revenue producing contract for Miami-Dade County. The Successful Bidder shall furnish, install, maintain, service, repair and/or replace and stock automatic vending machines for dispensing non-alcoholic beverages, coffee, food products, ice cream, candy and other standard vending items the County may designate from time to time throughout the given contract period on an as needed basis.

At the time of award, the Successful Bidder will be allowed to place beverage, ice cream, coffee and snack vending machines at all locations where beverage and snack vending machines are currently placed. Thereafter, the County retains the right to require the Successful Bidder to add or remove machines as needed. During the term of this contract, the County reserves the right to require the Successful Bidder to update machines as needed to meet changing customer requirements, new payment methodologies, and industry standards. In addition, the Successful Bidder may propose to the County additional locations for placing beverage, ice cream, coffee and snack vending machines, and the County retains the right to accept or reject said proposals.

The County may pursue potential partnership opportunities or sponsorship in the future.

3.2 SPECIFIC REQUIREMENTS

The Successful Bidder shall be responsible for ensuring that the vending machines are serviced regularly to ensure that ample stock of products are maintained in each machine during each day the facility is opened for regular business. Each and every machine shall contain non-re-settable meters that record total sales. Failure to maintain these meters in good working order may render the Successful Bidder in default of this contract. The Successful Bidder shall be required to follow County or facility owner guidance with respect to alterations, physical changes and utility connections. At the conclusion of the contract period, all equipment (not to include location improvements) will remain the property of the Successful Bidder. The Successful Bidder shall keep the vending machines sanitary and clean. The Successful Bidder shall act in a spirit of mutual cooperation with the County.

3.3 REFUNDS

The Successful Bidder shall provide reimbursements for malfunctioning equipment or defective products. The Successful Bidder shall implement and maintain at all times a process that is agreeable to the County for making refunds to customers who insert money into a machine and due to malfunction, receive no product in return. Said system may vary for different locations, e.g. manned vs. unmanned locations.

3.4 PRODCUTS

Products to be stocked and available for purchase from the vending machines shall include but not be limited to non-alcoholic beverages, coffee, salty and confectionary (“sweets”) snacks, ice cream, and chewing gum items.

3.5 FRESH PRODUCTS

The Successful Bidder must provide fresh and high quality products. All such products must be packaged in sealed containers. The County reserves the right to approve all products offered for sale.

HEALTHY PRODUCTS

The Successful Bidder must provide at minimum twenty percent (20%) of the contents of each vending machine in accordance with the following healthy specifications:

A. Beverage criteria

1. Water, no limit on size
2. Non-fat or 1% low fat milk (8 oz and 150 calories maximum)
3. 100% fruit or vegetable juice (8 oz and 120 calories maximum)
4. Sports drinks with less than or equal to 100 calories
5. All other non-caloric beverages, including diet sodas

B. Snack/Foods criteria

1. Item shall contain no more than 250 calories
2. Item shall contain no more than 35% of calories from fat with the exception of nuts and seeds
3. Snack mixes and other foods in which nuts are a part must meet the 35% standard
4. Item shall contain no more than 10% of calories from saturated fat, no trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
5. Item shall contain no more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats
6. Item shall contain no more than 360 mg of sodium per serving

A minimum of one item per machine shall meet the FDA definition of “low sodium” (less than 140 mg per serving) and at minimum 2 grams of dietary fiber. Items that meet nutrition standards shall not be priced higher than the items that do not meet the standards.

3.6 PRODUCT PRICE POSTING

The prices shall be in clear view on each vending machine. The County shall be the sole judge of sign quality, size of letter.

3.7 PRODUCT PRICE SCALE

The Successful Bidder shall establish and maintain prices in accordance with market prices. The County has the right to approve any request for product price increases. The County may request, as it deems necessary, a product price report for snacks and beverages or both.

3.8 COUNTY REQUIREMENTS

The County will provide water, electricity, lighting, and air-conditioning services of designated premises.

The County will not be liable for temporary interruption thereof on account of breakdown, power failure, scheduled outages or like causes, causing a vending machine to be non-operational. The County will provide and dispose of containers for trash and recyclable items and shall arrange for pest control services in the vending area. Additional pest control services occasioned by failure of the Successful Bidder to maintain machines in a clean and sanitary condition shall be charged to the vending contractor.

3.9 SALES COLLECTION, SALES REPORTING, AND AUDITING RIGHTS

The Successful Bidder shall collect vending machine revenues.

In addition to the Monthly Payment Report, as defined in Section 2.1 (C), the Successful Bidder shall provide a Product and Sales Report, as defined in Section 2.1 (D), to the County on an annual basis, or at other times upon request. (Separate reports may be requested individually for snack and beverage sales.)

The County may also require that the Successful Bidder provides additional information as it deems necessary. These reports may be transmitted electronically via e-mail, or submitted on computer diskette, flash drive or other electronic media. The County may request changes to the report format or request additional reports as deemed necessary.

For informational purposes only, a retail price list shall be provided to the County during the machine transitional period.

All books and records related to the contract must be made available for inspection and audit without notice. Records must conform to generally accepted accounting principles (**GAAP**) as promulgated by the American Institute of Certified Public Accountants. Violation of this procedure may result in re-procurement charges, restitution, and/or termination.

Note: Miami-Dade County reserves the right to contact the Successful Bidder for random audits on the reporting of meter reading on any vending machine.

Additionally, each and every machine shall contain non-re-settable meters that record total sales. Maintaining these meters in good working order is a requirement of any

contract issued as a result of this solicitation. Failure to comply with this requirement shall be a matter of default.

3.10 COUNTY INSPECTION

The Successful Bidder agrees that the County shall have the right to witness the filling and removal of all products and money from any and all machines if so desired.

The County may periodically and randomly - at any time, and without advising the Successful Bidder ahead of time - observe the filling and removal of product and monies from machine as it deems to be in the best interests of the County.

3.11 CURRENT VENDING MACHINE LIST

This list is being provided for informational purposes only. The information contained in this list is not to be used to alter or impact the MMG quantity as defined in Section 2 Paragraph 2.1(a)

Locations ↓	Machine type per location			
	Beverages	Snacks	Ice Cream / Food	Coffee
Animal Services Department	1	1		
Caleb Joseph Community Center	2	2		
Civic Park Plaza	1	1		
Courthouse Center	2	1		
Culmer Main Center	1			
D.C. Jail	4	3	1	
D.C. Jail Trailer	1	1		
Don Hickman Building	3	3		
Earlington Heights Metro Trans	1			
Federal Courthouse	3	4	1	
Florida St Attrny-Graham Building	5	5		
Integrated Command Facility	2	2		
Overtown Transit Village	12	11		
2 NW 1 ST	1	1		
North Dade Landfill	1			
Harry Cain Tower	1			
Human Services-1	1			
Inspection Station	1			
Jack Orr Plaza	1			
Main Library	5	3		
Office of Property Appraisal	1	3		

Locations ↓	Machine type per location			
	Beverages	Snacks	Ice Cream / Food	Coffee
MDPD North Station	1			
Medical Examiner	2	1		
Metro Dade Police Biscayne	1	1		
North Dade Justice Center	1	1		
North Dade Regional Library	1			
North Miami Water Department	2	1		
Police Intercostal Station	2	1		
Preston Water and Sewer	1			
Steve Clark - Freddy's Gov. Ctr.	6	4		
Vizcaya Museum	1	1		
Water & Sewer (11 St)	1	1		
Water & Sewer (36 St)	1			
Elections Department	3	3		1
Facilities Maintenance	1			
Fleet Management - Shop 3		1		
GSA. Warehouse	1			
GSA-4 (980 WEST)	1			
Guardian at Litem State Attorney	2	3		
Metro West	5	4		
Miami Lakes Police	1	1		
Police Northside District Station	1	1		
Police Training 400	1	1		
Police Training 411	2	1		
Records Center	1	1		
PWWM Shop 1 (6990 NW)	2	2		
PWWM Shop 1 (8831 NW)	2			
Stockade	1	1		
TGK Jail	7	2	1	
Traffic Signal shop	1	1		
WASD- 800 W (Hia Maint)	1			
WASD- 72 Av (Medley)	1	1		
Coral Gables Courthouse	1	1		
DHS Human Services(Coral Gables)	1	1		
Coral Gables Library	1			
GSA- Co-op Extension	1			
GSA Cutler Ridge MDPD St.	1	1		
GSA Data Processing Center	3	2		1

Locations ↓	Machine type per location			
	Beverages	Snacks	Ice Cream / Food	Coffee
GSA Radio Shop	1			
GSA S Dade Regional Library		1		
GSA South Dade Gov. Center	4	3		
GSA West Dade Permitting	1	1		
LIB Coral Reef Library	1	1		
LIB West Dade Library	1	1		
MDPD Hammocks	2	1		
MDPD Kendall	1	1		
South Dade Neighborhood	1	1		
SWM Solid Waste (Kendall)	2	1		
SWM Solid Waste	1	1		
WASD Alexander Orr	2	1		
WASD Black Point	4	4		
WASD Douglas	6	5		
WASD Lejeune	2	2		
WASD VK	2	2		
WASD WWL	1	1		
Port Miami North American Way 1st floor - Building 1015	1			
North American Way ID Offices - Building 1001	2	2		
Port Miami Maintenance - Building 1580	1	1		
Port Miami 2nd floor - Building 1015	1	1		
Terminal B 1st Floor Outside	2	1		
Terminal B 2nd Floor	1	1		
Terminal C 1st Floor Outside	2			
Terminal C 2nd Floor	1	1		
Terminal D	3	3		
Terminal E 1st Floor	1	1		
Terminal E 2nd Floor	2	2		
Terminal F 2nd Floor	1	1		
Terminal G 2nd Floor	1	1		
Terminal H 2nd Floor	1	1		
Terminal H 1st Floor Hallway and Lobby	2	2		
Terminal J 2nd Floor	1	1		
CBP (1500 Building)	1	1		

Locations ↓	Machine type per location			
	Beverages	Snacks	Ice Cream / Food	Coffee
Subtotals	168	127	3	2
Total vending machine count	300			

VENDING MACHINE SERVICES

Firm: _____

Note: The information and formatting of this document MUST not be changed, modified, revised. This document was created using Microsoft Excel 2010. It is recommended to use the same version to properly open the document.

ITEM #	DESCRIPTION	MINIMUM MONTHLY GUARANTEE (MMG)
1	Minimum Monthly Guarantee for 300 Vending Machines or less	\$ -



**Miami-Dade County
Procurement Management Services
Solicitation Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. FB-00053		Solicitation Title: Vending Machine Services	
Legal Company Name (include d/b/a if applicable): <input type="text"/>		Federal Tax Identification Number: <input type="text"/>	
If Corporation - Date Incorporated/Organized: <input type="text"/>		State Incorporated/Organized: <input type="text"/>	
Company Operating Address: <input type="text"/>		City <input type="text"/>	State <input type="text"/>
Remittance Address (if different from ordering address): <input type="text"/>		City <input type="text"/>	State <input type="text"/>
Company Contact Person: <input type="text"/>		Email Address: <input type="text"/>	
Phone Number (include area code): <input type="text"/>	Fax Number (include area code): <input type="text"/>	Company's Internet Web Address: <input type="text"/>	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if Bidder/Proposer has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; 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.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder/Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County or Broward County in accordance with the Interlocal Agreement between the two counties.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder/Proposer meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP. LHP is not applicable to qualitative solicitations issued, including but not limited to, Requests for Proposals and Request for Qualifications.</p> <p>The address of the Locally-headquartered office is: <input type="text"/></p>			
<p>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder/Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.</p>			
<p>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if Applicable)</p> <p>An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Bidder/Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://www.miamidade.gov/business/business-certification-programs.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p> <p>Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please provide your Certification Number: <input type="text"/></p>			

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this bid through a duly authorized representative, the Bidder/Proposer certifies that the Bidder/Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder/Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder/Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: In such event, the Bidder/Proposer shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder/Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder/Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

Bidder/Proposer's Authorized Representative's Signature:

Date

Type or Print Name:

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



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

[Empty rectangular box for detailed statement of policies and procedures]

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

[Empty rectangular box for signature]

Signature

[Empty rectangular box for date]

Date

