

CLERK OF THE BOARD
2010 SEP 21 PM 4:32
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

ADDENDUM NO. 1

September 21, 2010

TO: Vendor's Assistance Unit
SUBJECT: BID NO.: IB7751-1/13
TITLE: Environmental Education Apparel T- Shirt
BID OPENING DATE: 10/8/2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

The correct Bid opening date is October 8, 2010 instead of September 24, 2010

ALL OTHER INFORMATION REMAINS THE SAME

A handwritten signature in cursive script, appearing to read "Alan Sammett", written over a horizontal line.

2010 SEP 21 PM 4:32
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1



CLERK OF THE BOARD
2010 OCT -7 AM 10:58
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

ADDENDUM NO. 2

October 7, 2010

TO: Vendor's Assistance Unit
SUBJECT: BID NO.: IB7751-1/13
TITLE: Environmental Education Apparel T- Shirt
BID OPENING DATE : 10/13/2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Bid opening date has been changed to 10/13/2010

In section 3 page 12 is being replace with 12- A

In section 4 page 14 is being replace with 14- A

ALL OTHER INFORMATION REMAINS THE SAME

Men 10/7/10

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE

The purpose of this solicitation is to establish a contract to purchase the annual Bayanza event Environmental Education Apparel for the Department of Environmental Resources Management (DERM).

3.2 SHIRT SPECIFICATIONS

- 4 color process printing on both sides
- 4 color process separations
- The art screen printing fee and tee shirts is a combine fee
- Miami-Dade County will provide the artwork front and back, in full color on a high resolution file such as PDF or joint photographic experts group (Jpeg)
- Very Important People (VIP) shirts are deliver in the first shipment
- Sorting the Order for each of the Bayanza locations and delivering the second shipment

A. White, short sleeve tee shirts 50% Eco- fi (fabrics recycled from plastic and other fibers such as wool, and tencel) and 50% recycled cotton.

B. White long sleeve tee shirts 50% recycled cotton

**SECTION 4
BID SUBMITTAL FOR**

ENVIRONMENTAL EDUCATION APPAREL

Firm Name: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
1	7,800	Short Sleeve T- Shirts (small)		
	3,300	Short Sleeve T- Shirts (medium)		
	8,100	Short Sleeve T- Shirts (large)		
	4,800	Short Sleeve T- Shirts (Extra - large)		
	900	Short Sleeve T- Shirts (Extra Extra large)		
TOTAL FOR ITEM 1				

Manufacturer: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
2	375	Long Sleeve T- Shirts (medium)		
	375	Long Sleeve T- Shirts (large)		
	450	Long Sleeve T- Shirts (Extra - large)		
	75	Long Sleeve T- Shirts (Extra Extra large)		
TOTAL FOR ITEM 2				

Manufacturer: _____

Hammett, Mary (DPM)

From: Hammett, Mary (DPM)
Sent: Wednesday, November 17, 2010 3:38 PM
To: 'Jus N Tyme'; Hurston, Daryl (MDT); 'msantoro@promoae.com'; 'Mitchell Fine'; 'Viraj Wikramanayake'
Cc: Pruna, Basia (DPM); Clerk of the Board (COC)
Subject: Bid No. IB7751-1/13 Environmental Apparel (Baynanza) T- Shirts

Good Afternoon Vendors:

Bid no. IB7751-1/13 Environmental Education Apparel (Baynanza) T- Shirts item number two(2) was rejected.

Thank You,



Delivering Excellence Every Day

Mary Hammett

Procurement Contracting Technician

Department of Procurement Management

Miami-Dade County

Phone: 305-375-3904

Fax: 305-375-4407

E-mail: mhammet@miamidade.gov

Visit our website: www.miamidade.gov/dpm

Delivering Excellence Every Day™

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.

E-mail messages are covered under such laws and thus subject to disclosure.

BID NO.: IB7751-1/13

AUCTION EVENT DETAILS:

Date of Auction:10/13/2010

Time of Auction Event:10:00am to 10:30am

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID BY REVERSE AUCTION

TITLE:

**ENVIRONMENTAL EDUCATION APPAREL (BAYNANZA) T- SHIRTS
RECYCLE CONTENT**

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

SMALL BUSINESS ENTERPRISE MEASURE:..... SEE SECTION 2, PARA. 2.2
SAMPLES/INFORMATION SHEETS: SEE SECTION 2, PARA
USER ACCESS PROGRAM:..... SEE SECTION 2, PARA. 2.21

FOR INFORMATION CONTACT:

AUCTION INFORMATION

Matt Meighan

Phone: (800) 208-2335 Fax: (801) 740-0125

Email: matt.meighan@hedgehog.com

SOLICITATION INFORMATION

Agent Name: Mary Hammett

Agent contact info: 305-375-3904

Agent email: mhammet@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- Failure to complete the certification regarding Local Preference on page 16 of Section 4, Bid Submittal Form shall render the vendor ineligible for Local Preference
- Failure to sign page 16 of Section 4, Bid Submittal Form will render your bid non-responsive

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

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

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

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

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

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

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

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

B. Vendor Registration

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

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

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

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

SECTION 1
GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@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 or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

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

F. Change or Withdrawal of Bids

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

G. Conflicts Within The Bid Solicitation

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

H. Prompt Payment Terms

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

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County

User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

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

1.11. CONTINUATION OF WORK

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST

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

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

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

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

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

SECTION 1
GENERAL TERMS AND CONDITIONS

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

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

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

1.26 OFFICE OF THE INSPECTOR GENERAL.

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

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

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR -- ACCESS TO RECORDS

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

SECTION 1A

LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

Reverse Auction Bid Number:

Title: ENVIRONMENTAL EDUCATION APPAREL (BAYNANZA) T- SHIRTS
RECYCLE CONTENT

Procurement Contracting Agent: Mary Hammett

**Bids will be accepted electronically within time frame specified in the Auction Event
Details on cover page of this solicitation.**

Miami-Dade County Department of Procurement Management is requesting your participation in our Reverse Auction process to be held using HedgeHog, Inc. E-Procurement Application for the pricing portion of this acquisition.

The purpose of the reverse auction is to establish a contract for the purchase of T- Shirts Recycle content in conjunction with the needs of the Miami-Dade County. This is an online process that allows bidders to bid for an opportunity to provide a service or commodity to the County.

Through the use of Hedgehog, Inc., bidders will be able to place their bids through the on-line system and observe the prices of the competitors, but will not be able to see who the actual competitors are. This dimension ensures the confidentiality of the bidders and the price each is offering until all bidding is complete.

To download a copy of the bid, visit the DPM website at <http://www.miamidade.gov/dpm>.

For vendor training in the use of the reverse auction tool, contact Matt Meighan, representing HedgeHog, Inc., at (800) 208-2335 or e-mail at matt.meighan@hedgehog.com.

See cover page of this solicitation for Auction Event details.

This bid solicitation is subject to the "Cone of Silence" in accordance with County Ordinance No. 98-106.

Miami-Dade County is not responsible for computer connectivity or delays in Internet processing time.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM AND PROVIDE TO THE AGENT AFTER COMPLETION OF THE AUCTION EVENT WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

SECTION 1A

LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

GENERAL INFORMATIONIntroduction

Miami Dade County Department of Procurement Management (DPM) is conducting an Invitation to Bid (ITB) by Reverse Auction for the purchase of T- Shirts Recycle Content. HedgeHog Inc. has been contracted to host and manage the Online Bid Responses via the Miami Dade DPM Reverse Auction Web Site at <https://miamidadedpm.hedgehog.com>

Role of HedgeHog Inc.

For this solicitation, HedgeHog, Inc. is the Internet Portal Provider and has been contracted by the Department of Procurement Management to address all concerns regarding system use and auction processes. HedgeHog, Inc. cannot address any questions regarding the solicitation document. HedgeHog, Inc. will provide training to the bidders before the actual event in order to ensure they are aware how to access the system and how to navigate through the process. Further interaction may be required if bidders should have questions or problems during the event.

HedgeHog Inc. will manage all services to support this online event including:

- Registering Bidders to participate in the Reverse Auction.
- Train invited bidders, in advance of the scheduled live event.
- Answer all questions relating to the online bidding process and bidding platform.
- Conduct the live online event in accordance with the requirements specified in this document.
- Provide auction report and final bid tally to Miami Dade County DPM at conclusion of the live online event.

Steps Required for Bidding Participation

There are three steps to responding to this ITB:

Step One: Bidders wishing to respond to this ITB will be required to register with Matt Meighan of HedgeHog at 1-800-208-2335.

Step Two: Bidders will be scheduled and are required to participate in training by Matt Meighan prior to the Reverse Auction. Bidders will be provided a USER ID and PASSWORD to participate in DPM's Reverse Auction Web Site via <https://miamidadedpm.hedgehog.com>.

Step Three: Bidders who are registered to participate in the Reverse Auction will receive an invitation to submit pricing.

Review of All Posted Documents

All Bidders wishing to respond to the ITB by Reverse Auction should carefully read and comply with all requirements and instructions in the posted ITB document.

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Acceptance to Participation Terms:

Bidder(s) who select the check box confirming that they have read these terms, have entered their User ID and Password and selected the "Accept Participation Terms" are recorded as accepting the user agreement; and, agreeing to the following transaction fees, if they are the awarded supplier. If there are conflicts between the Online Participation terms and the

Volume of Award	% Cost Per Auction Event	Dollar Amount Not to Exceed
\$0.00 - \$100,000.00	2%	\$ 2,000.00
\$100,000.01 - \$250,000.00	1.8%	\$ 4,500.00
\$250,000.01 - \$500,000.00	1.4%	\$ 7,000.00
\$500,000.01 - \$1,000,000.00	0.95%	\$ 9,500.00
\$1,000,000.01 - \$2,500,000.00	0.48%	\$12,000.00
\$2,500,000.01 - \$5,000,000.00	0.29%	\$14,500.00
\$5,000,000.01 - Up	Max Fee	\$17,000.00

solicitation issued by Miami-Dade County, the County's terms and conditions shall prevail.

HedgeHog Inc will work directly with the successful bidder regarding collection of all Reverse Auction Fees. Hedgehog shall bill for only those goods or services accepted by the County and correctly billed for by the awarded bidder.

The fee is collectable from the awarded bidder within 30 days after receipt of payment by Miami Dade County. These fees should be sent to:

HedgeHog, Inc.
 13295 Illinois Street, Suite 325
 Carmel, IN 46032
 ATTN: Accounting Department

DEFINITIONS

CBE/Competitive Bidding Event– an auction event facilitated through a competitive bidding process.

CBE/Client Base Enabler- HedgeHog, Inc.

Client Agency Certified Buyer – Miami-Dade County Procurement Agent/Supervisor listed in the first page of this solicitation representing the client agency (Miami Dade County) in the reverse auction procurement process.

Enabler - the entity that maintains the system and facilitates the over-all central auction process.

Internet Portal Provider – the entity which hosts the web portal where bidders submit their bids for the reverse auction.

Supplier – a vendor/bidder who can provide the goods or services as per the specifications on

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LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

the bid solicitation document.

Surrogate Bidder - an individual who assumes the role for a confirmed vendor/bidder when there is a break in the connectivity during a Reverse Auction bidding process.

Surrogate Bidding - A taped help desk function that is implemented as a back-up when there is a break in connectivity during Reverse Auction bidding.

TECHNICAL POINT OF CONTACT PRIOR TO THE AUCTION OR DURING THE AUCTION:

If there are technical problems accessing the internet site or entering a bid, please contact any of the following Consultants/Agents IMMEDIATELY.

Point of Contact	Area of Assistance	Telephone Number	E-mail Address
Matt Meighan	<u>Supplier Support</u> <u>Technical & Auction</u> <u>Administrator</u> <u>Surrogate Bidder</u>	Toll-Free: (800) 208-2335 Fax: (801) 740-0125	mmeighan@hedgehog.com
Steve Knollman	<u>General Manager</u>	Toll-Free: (800) 208-2335 Fax: (801) 740-0125	sknollman@hedgehog.com

IMPORTANT

If you experience any problems during the bid or encounter an Internet disconnection or do not have access to a computer with Internet access, CALL Customer Support IMMEDIATELY (800) 208-2335 to request surrogate-bidding assistance. Miami Dade County will be contacted by HedgeHog Customer support to approve surrogate bidding assistance.

If you have created an account online with HedgeHog, Inc., the Surrogate bidder will enter your bid CONFIDENTIALLY into the system and confirm the process for each entry. If you have questions regarding the process prior to the bid, please contact Mr. **Matt Meighan**, Supplier Support at **(800) 208-2335**.

GENERAL INSTRUCTIONS1. Technical Issues

Connectivity or problems entering a bid, contact Matt Meighan of HedgeHog, Inc (see table above). If you decide you no longer want to bid, contact Customer Support at (800) 208-2335 who will notify the County.

Miami-Dade County powered by HedgeHog recommends the following minimum

SECTION 1A

LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

software requirements:

- Microsoft Windows 95, 98, NT, 2000, XP.
- Microsoft Internet Explorer 5.0 or higher
- Or, Netscape 4.0.1 up to version 6.0
- HedgeHog cannot guarantee full system functionality using other browsers such as Firefox, Safari, Opera, or Google Chrome.

Miami-Dade County powered by HedgeHog recommends the following minimum hardware requirements:

- A Pentium ® class personal computer
- A minimum of 64 MB or RAM
- 40 MB available disk space
- Direct internet connect with a 28.8 K modem or faster

2. Training of Qualified Bidders

- a. HedgeHog, Inc. will train designated employees of each Qualified Bidder in telephonic training sessions and may use real time “mock” bidding to familiarize the bidder’s employees with the online bidding system. HedgeHog, Inc. will schedule a mock auction training session prior to the event after Qualified Bidder personnel have been trained.
- b. An employee of a Qualified Bidder who successfully completes the training provided by HedgeHog, Inc. pursuant to Paragraph 2.a shall be designated by HedgeHog, Inc. as a Trained Bidder. Only Trained Bidders may participate. HedgeHog, Inc. reserves the right to request that Qualified Bidders provide an alternative employee to become a Trained Bidder. HedgeHog, Inc. has the right to take away the “Trained Bidder” designation from any Trained Bidder who fails to abide by the terms and conditions of this section or the License Agreement.

3. Conduct of HedgeHog, Inc. (Client Base Enabler (CBE))

For the preparation and conduct of each CBE, Enabler will provide staff and equipment from its facility; to handle all CBE related activities as follows:

- a. Load all relevant CBE and technical parameters provided by the client agency into the online bidding system;
- b. Ensure that only Trained Bidders and Miami-Dade County certified agent/supervisor have access to appropriate CBE information;
- c. Authenticate the identities of all Trained Bidders and Miami-Dade certified agent/supervisor involved in each CBE and maintain password security within the online bidding system;
- d. Maintain the event for Trained Bidder and Miami-Dade County certified buyers to call with questions or technical problems before, during, or

SECTION 1A

LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

- within a reasonable time after the CBE;
- e. Be in communication on bid day during the event with Miami-Dade County to provide reasonable assistance to facilitate resolution of any issues between the County certified agent/supervisor and Qualified Bidders;
 - f. Respond in a timely fashion to Trained Bidder issues;
 - g. Conduct procedures for ensuring that Trained Bidders are prepared and present on bid-day;
 - h. Communicate any changes or adjustments to all Trained Bidders;
and
 - i. Respond to Trained Bidder problems that might prevent bidding with a secure "surrogate bidding" system.

4. Rules Applicable Specifically to Qualified Bidders

Qualified Bidders agree to be bound by the following rules:

- a. Bids which Qualified Bidders submit through the Enabler online bidding system are legally binding quotations without qualification. Bids may not be cancelled or withdrawn except for data entry errors. Data entry errors must be reported during the time of the event. Changes to bid pricing will be approved by Miami-Dade County and not be accepted after the live reverse auction event has ended.
- b. Qualified Bidders agree to submit bids only through the online bidding mechanism supplied by Enabler and not to submit bids via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by Miami-Dade County. See Item 10 of this Legal Announcement of Reverse Auction.
- c. Any Qualified Bidder experiencing difficulties during a CBE must notify Enabler immediately. "Difficulties" include any event or problem which interferes with the Qualified Bidders ability to participate in the competitive bidding event (CBE) and may include, but is not limited to: data entry errors, software problems, or hardware problems.
- d. Qualified Bidders must maintain security of passwords against unauthorized use.

5. Additional Terms

- a. Enabler is an independent contractor, which never holds title to, handles the physical distribution of, nor can be held liable for failures of any components, materials, or suppliers. All parties understand and agree that the purpose of Enabler is to create an online marketplace where

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LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

Qualified Bidders may compete fairly, responding to bids from other Qualified Bidders.

- b. Qualified Bidders have the final responsibility for all decisions regarding the operation of the market. Miami-Dade County may suspend or cancel online competitive bidding at any time and without prior notification.
- c. All parties will prohibit unethical behavior and are expected to notify HedgeHog, Inc. or Miami-Dade County if they witness practices that are counter-productive to the fair operation on the online marketplace.

6. Event Date

- a. The bid opening time period for the CBE shall be as specified on cover page of this solicitation. Electronic bids shall be submitted by Qualified Bidders during the bid opening time period. If a bid is submitted within the last one (1) minutes of the bid opening time period and meets the minimum bid decrement, the bidding will be extended for an additional two (2) minutes beyond the time of the last bid.
- b. In the event of a catastrophic failure, the County reserves the right to cancel, restart, or reschedule the event.
- c. Minimum bid decrements shall be no less than 5% of the extended price for each line item.

7. LIVE AUCTION SUPPLIER GUIDELINES

- a. Only registered Bidders will be allowed to participate in the reverse auction event. Bidders not registered to participate in the event cannot participate in this bid solicitation.
- b. Bidders are encouraged to test the communication link to make sure there are no connectivity problems when submitting bids during the mock auction training session.
- c. Bidders are encouraged not to wait until the last few seconds of the auction to submit their bid. If there are delays in internet processing bids may not get through.
- d. Bidders are encouraged to watch the system time shown on the screen. It is the only time recognized by the auctioneer to accept final bids within the allotted time.

8. EXTENSIONS

If there is an auction over time or extension, the Auction Clock will be updated to show the time remaining.

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LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

9. DURING THE AUCTION

- a. Bidders will be sent logon information and the auction site (<https://miamidadedpm.hedgehog.com>) information.
- b. Enter the assigned and User Name and password.
- c. Every bidder MUST have a unique I.D. Bidders CANNOT share ID's. If more than one bidder is logged on with the same ID, your bid shall be disqualified.
- d. Enter your bid and watch the time.
- e. The vendor will receive an e-mail Auction Reminder the day of the auction and a follow-up call that same day prior to the auction.
- f. Bidders must logon to the Auction Site <https://miamidadedpm.hedgehog.com> to access the auction site and place bids.
- g. If you have a technical problem and cannot connect to the site to place your bid, contact the Surrogate Bidder listed in the point of contact table period. The Surrogate will enter your confidential bid for you and confirm the bid as it is entered and accepted.

10. AFTER THE AUCTION (ALL EVENT PARTICIPANTS ARE REQUIRED TO SUBMIT BID PACKAGES)

In the event the apparent low bidder is not eligible for award, the County will award the next low bidder that meets all requirements. For this reason, it is recommended that bidders complete the bid packages (Section 4 & Affidavits) prior to the event, to meet the required time of submission.

The executed/notarized affidavits together with a completed Section 4.0 Bid Proposal Forms must be delivered to the Department of Procurement Management, by 5:00 p.m. on the second business day after the Reverse Auction Event closing to the attention of: Mary Hammett Department of Procurement Management, 111 N.W. 1st Street, Suite 1300, Miami, FL 33128-1989.

SECTION 2
SPECIAL CONDITIONS

ENVIRONMENTAL EDUCATION APPAREL

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a contract for the purchase of Environmental Education Apparel in conjunction with the County's needs

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

A Small Business Enterprise (SBE) bid preference applies to this solicitation. A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and /or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd. The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and the duration of the contract to remain eligible for the preference

2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: THREE (3) YEARS

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

2.5 OPTION TO RENEW

The initial contract prices resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) years consecutively. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

SECTION 2
SPECIAL CONDITIONS

ENVIRONMENTAL EDUCATION APPAREL

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

2.6 METHOD OF AWARD: TO THE TWO (2) LOWEST PRICED VENDORS ON AN ITEM-BY-ITEM BASIS

Award will be made to the two (2) lowest priced responsive, responsible vendors on an item-by-item basis. While the award(s) will be made to multiple vendors for each item to assure availability, all awarded vendors have the responsibility to perform in accordance with the contract terms. The lowest priced vendor for each item shall be the primary vendor and shall have the initial responsibility to perform under this contract. In the event the primary vendor defaults, the secondary vendor shall be responsible for performing the contractual obligations of this contract. Award to multiple vendors is made for the convenience of the County and does not exempt any awarded vendor from fulfilling contractual obligations. Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1.5, Award of Bid Solicitation.

2.7 PRICES

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a one-year period. The County may consider on an annual basis a price adjustment based on changes in the following pricing index: Consumer Price Index, U.S. City Average Apparel. The County reserves the right to negotiate a lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing during any subsequent years based on the downward movement of the applicable index.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of each anniversary year, the vendor's request for adjustment should be submitted no later than ninety (90) days prior to expiration of the then current year. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed to the current pricing. Any adjustment request received after the commencement of a new period may not be considered.

SECTION 2
SPECIAL CONDITIONS

ENVIRONMENTAL EDUCATION APPAREL

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments.

2.8 EXAMINATION OF COUNTY FACILITIES / EQUIPMENT: INTENTIONALLY OMITTED

2.9 PRODUCT

A. EVALUATION OF EQUAL PRODUCTS

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

- X: Product information sheet
- X: Product samples upon specific request

The products proposed by vendors shall be equal in style, quality and standards of performance to the item specified in the solicitation. For product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation.

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.

B. SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the bid proposals, the vendors 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 vendor of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the vendor's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the vendor fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the vendor's proposal for that item(s); provided however, that in the event of a group or aggregate award, the vendor's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by vendor. On the basis of this testing and analysis, the County

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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 vendor during the contract period shall conform to the sample submitted. The vendor 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.

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMMITED

2.11 INDEMNIFIATION AND INSURANCE: INTENTIONALLY OMITTED

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFOMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATIONS: INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES

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

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- 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

Vendor(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at Miami-Dade County.

2.17 DELIVERY

A. REQUIREMENTS

The vendor shall make deliveries within in the period indicated in the purchase 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 nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

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Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated in the purchase order, 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.

B. PACKING SLIP/DELIVERY TICKET

Vendor(s) 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 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.

2.18 BACK ORDERS

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 the purchase order; 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 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-3904 email – mhammet@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP)

SECTION 2
SPECIAL CONDITIONS

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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, 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 seven (7) workdays 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

SECTION 2
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If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

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

SECTION 2
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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.

2.23 DEFICIENCIES IN WORK

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the vendor by the County's project administrator, who may confirm all such reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

B PRODUCT GUARANTEES

Each vendor, by virtue of bidding, warrants and guarantees that all material, lining, trimmings, etc. are first quality goods of current manufacture with no seconds or rejects being used, and are of uniform quality.

Vendor(s) shall guarantee replacements of improperly manufactured garments. Said replacements must be made within seven (7) calendar days from time of notification by the Department.

Any part of orders that do not conform to specification, although accepted through oversight or otherwise, may be rejected at any time. Any part of orders found not to be in accordance with specifications due to the fault of the vendor shall be altered or replaced by the vendor at no cost to Miami-Dade County.

If at any time during the contract period, any specified item is found not to be equal in quality, workmanship, and/or materials to the samples provided by the successful vendor are not as per bid specification the contract may be cancelled.

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2.24 MATERIALS

A. NEW MATERIALS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are, found to be defective or do not conform to specifications:

(1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

B. RECYCLED MATERIALS REQUIRED

This solicitation calls for the purchase of T-shirts that specify 50% ecospun (poly. from recycled clear plastic bottles) and 50% recycled cotton material content. Vendors are required to submit, with their initial offer, a written certification attesting that the tee-shirts offered by the vendor contain the minimum percentage of post-consumer recovered material as defined by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other cognizant regulatory agencies.

Recycling definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. **"Recovered Materials"** shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.
- b. **"Recycled Product"** shall be defined as any product, which is in whole or in part composed of recovered materials.
- c. **"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.
- d. **"Waste Reducing Products"** 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 an greater waste generation

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rate. This shall include, but not be limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

2.25 PURCHASE OF OTHER ITEMS

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 for that item 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 3
TECHNICAL SPECIFICATIONS

ENVIRONMENTAL EDUCATION APPAREL

3.1 SCOPE

The purpose of this solicitation is to establish a contract to purchase the annual Bayanza event Environmental Education Apparel for the Department of Environmental Resources Management (DERM).

3.2 SHIRT SPECIFICATIONS

- White, short and long sleeve tee shirts 50% Ecospun (Poly. From recycled clear plastic bottles) and 50% recycled cotton.
- 4 color process printing on both sides
- 4 color process separations
- The art screen printing fee and tee shirts is a combine fee
- Miami-Dade County will provide the artwork front and back, in full color on a high resolution file such as PDF or joint photographic experts group (Jpeg)
- Very Important People (VIP) shirts are deliver in the first shipment
- Sorting the Order for each of the Bayanza locations and delivering the second shipment



Department of Procurement Management
 Vendor Assistance Section
 Stephen P. Clark Center
 111 NW 1st Street, 13th Floor
 Miami, Florida 33128-1983

**OPENING: 2:00 P.M.
 FRIDAY**

**INVITATION TO BID
 SECTION 4
 BID SUBMITTAL FORMS**

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: M.H.	DPM	Date Issued: 9/16/10	This Bid Submittal Consists of Pages 13 through 16 + AFFIDAVITS
------------------------	-----	-----------------------------	---

Sealed bids are 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, 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.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
ITEM NOS. ACCEPTED: _____	
COMMODITY CODE:	200-56
PROCUREMENT AGENT:	Mary Hammett

FIRM NAME: _____

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 16 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 16 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID NON-RESPONSIVE

**SECTION 4
BID SUBMITTAL FOR**

ENVIRONMENTAL EDUCATION APPAREL

FIRM NAME: _____

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
1	7,800	Short Sleeve T- Shirts (small)		
	3,300	Short Sleeve T- Shirts (medium)		
	8,100	Short Sleeve T- Shirts (large)		
	4,800	Short Sleeve T- Shirts (Extra - large)		
	900	Short Sleeve T- Shirts (Extra Extra large)		
		TOTAL FOR ITEM 1		

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
2	330	Long Sleeve T- Shirts (medium)		
	330	Long Sleeve T- Shirts (large)		
	330	Long Sleeve T- Shirts (Extra - large)		
	210	Long Sleeve T- Shirts (Extra Extra large)		
		TOTAL FOR ITEM 2		

*Short/long sleeve T- Shirts (Recycled Content _____%)

Manufacturer: _____

BID SUBMITTAL FOR:
ENVIRONMENTAL EDUCATION APPAREL
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 _____
- Addendum #9, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

MIAMI-DADE COUNTY BID NO.: -IB7751-1/13
**BID SUBMITTAL FOR:
 ENVIRONMENTAL EDUCATION APPAREL**

=====
 Prompt Payment Terms: _____ % _____ days net _____ days
 =====

FEIN NO. : ____ / ____ - ____ / ____ / ____ / ____ / ____ / ____ / ____

(Bidder Federal Employer Identification Number as used on Return Form 941) If none, Bidder Social Security No.

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 _____

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

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

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

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

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

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

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____ E-MAIL _____

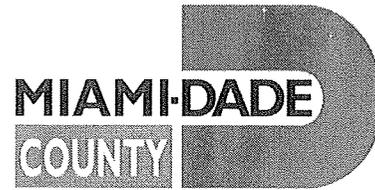
By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

*AUTHORIZED SIGNATURE _____ Date _____

***PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT**

PRINT NAME OF AFFIANT _____ TITLE OF OFFICER _____

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



APPENDIX

**AFFIDAVITS
INFORMAL BID**



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

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

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

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

_____ Name of Firm _____ Date _____

_____ Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

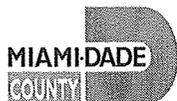
Prime Contractor/Respondent's Signature _____

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100



**MIAMI-DADE COUNTY
 CERTIFICATION OF RECYCLED
 ENVIRONMENTALLY ACCEPTABLE PACKAGING
 PRODUCT CONTENT
 RESOLUTION (R-738-92) Section 1 (1.8 C)**



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	