

**DEPARTMENTAL INPUT  
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

Accessing contract   
  OTR   
  CO   
  SS   
  BW   
  Emergency   
 Previous Contract/Project No: **7607-4/11-4**

Re-Bid   
  Other   
 LIVING WAGE APPLIES: \_\_\_ YES  NO

Requisition/Project No: **ROGS1100031**

TERM OF CONTRACT: **3YEARS**

Requisition/Project Title: **Flat Sheet, Quality Offset (Lithographic) Printing Services**

**Description:** The purpose of this solicitation is to pre-qualify bidders for quality offset flat sheet and roll fed; printing, bindery and auxiliary services for the County's internal print facilities on an as needed when needed basis. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a pre-qualification list that may be accessed by the County to obtain price quotations for flat sheet and roll fed quality offset (lithographic) printing services

User Department(s): **GSA**  
 Issuing Department: \_\_\_\_\_  
 Estimated Cost: **\$300,000.00**

Contact Person: **R. Campbell** Phone: **305-375-3233**

**ANALYSIS**

Commodity/Service No.: <b>966-35, 37, 40, 50, 52, 700-56</b>		SIC:	
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <u>N/A</u> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
Contractor:	<b>Economic Printing &amp; Advertising Dutton Press, Inc.</b>	<b>Economic Printing &amp; Advertising Dutton Press, Inc.</b>	<b>Economic Printing &amp; Advertising Dutton Press, Inc.</b>
	<b>National Litho LLC</b>	<b>National Litho LLC</b>	<b>National Litho LLC</b>
Small Business Enterprise:	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
Contract Value:	<b>\$550,00.00</b>	<b>\$880,000.00</b>	<b>\$880,000.00</b>
Continued on another page (s): ___ Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

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Signed: *Roma Campbell*

Date to DBD: **October 19, 2011**

Date Returned to DPM: \_\_\_\_\_

RECEIVED  
 DEPT. BUSINESS DEV.  
 OCT 19 2011 5:11



**BID NO.: RQGS1100031**

**OPENING: 2:00 P.M.  
WEDNESDAY,  
NOVEMBER 16, 2011**

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**FLAT SHEET AND ROLL FED,  
QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES  
PRE-QUALIFICATION POOL**

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

- CERTIFICATE OF COMPETENCY:..... N/A**
- INVENTORY LIST:..... See Section 4. Paragraphs 4.1.2 For  
Information Pertaining to Inventory Lists**
- EXPEDITED PURCHASING PROGRAM (EPP) N/A**
- INDEMNIFICATION/INSURANCE:..... N/A**
- LIVING WAGE: ..... See Section 2; Paragraph 2.22**
- PRE-BID CONFERENCE/WALK-THRU:..... N/A**
- SMALL BUSINESS ENTERPRISE MEASURE:... See Section 2; Paragraph 2.2**
- PRE-AWARD PLANT INSPECTION:..... See Section 2, Paragraph 2.23**
- USER ACCESS PROGRAM:..... See Section 2; Paragraph 2.21**
- WRITTEN WARRANTY:..... N/A**

**FOR INFORMATION CONTACT:**

**R. Campbell, Procurement Contracting Officer 1, via e-mail at [rcamp@miamidade.gov](mailto:rcamp@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 26 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER  
INELIGIBLE FOR LOCAL PREFERENCE**

**Comment [MA1]: Double check all page #'s**

**FAILURE TO SIGN PAGE 26 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR  
BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: RQGS1100031

Title: Flat Sheet and Roll Fed, Quality Offset (Lithographic) Printing Services  
Pre-qualification Pool

Procurement Contracting Officer 1: R. Campbell

**BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON WEDNESDAY, NOVEMBER 16, 2011**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:**

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

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

**1.1. DEFINITIONS**

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

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

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

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

**County** – shall refer to Miami-Dade County, Florida

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

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

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

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

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

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

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

**B. Vendor Registration**

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

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

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

1. *Miami-Dade County Ownership Disclosure Affidavit* (Sec. 2-8.1 of the County Code)

2. *Miami-Dade County Employment Disclosure Affidavit* (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)

3. *Miami-Dade 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.

**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:

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

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkboc@miamidade.gov](mailto:clerkboc@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 vaying 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 Mayor, 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.

**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.

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

**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.

**1.12. BID PROTEST**

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.

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

**1.13. LAWS AND REGULATIONS**

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 comply with all federal, state and local laws that may affect the goods and/or services offered.

**1.14. LICENSES, PERMITS AND FEES**

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

**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.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

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

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.4.1 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.

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

**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**

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer 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 may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal 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 (IH)" 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 IH/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 for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for 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 the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

**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 Mayor 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, properly, and equipment purchased in whole or in part with government funds.

**SECTION 2  
SPECIAL CONDITIONS  
PRINTING FLAT SHEET AND ROLL FED,  
QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES**

**2.1 PURPOSE:**

The purpose of this solicitation is to pre-qualify bidders for quality offset flat sheet and roll fed printing, bindery and auxiliary services for the County's internal print facilities on an as needed basis. All bidders which meet or exceed the criteria established in this solicitation, shall be placed on a pre-qualification list that may be accessed by the County to obtain price quotations for flat sheet and roll fed quality offset (lithographic) printing services. Bidders may be pre-qualified in one or both of the following groups:

- Group 1 – Color Printing Plus Coating – Sheet Fed
- Group 2 – Color Printing - Roll-Fed

**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 valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) 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 Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.2.1 LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS PREFERENCE:**

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE 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 proposal submittal 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. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

**2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED**

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**2.4 TERM OF CONTRACT: THIRTY-SIX (36) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect until the last day of the 36<sup>th</sup> months.

**2.5 OPTION TO RENEW THREE (3) YEARS:**

After the completion of the initial three (3) year term of the contract, Miami-Dade County shall have the option to renew for an addition one three (3) year period. Continuation of the contract beyond the initial period is a County prerogative not the right of the selected Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

In the event that the bidder declines the County's right to exercise the option period, the County will consider the bidder in default which may affect the bidder's eligibility for award on future County contracts.

**2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES:**

Award of this contract will be made to all responsive, responsible Bidders by group that meets the minimum qualifications set forth in this solicitation. As a condition for being included in the pre-qualified pool, Bidders must complete the Bid Submittal Package in Section 4 of this solicitation and provide all required information for evaluation. Bidders that meet the minimum qualifications shall then be deemed to be pre-qualified to participate in subsequent spot market purchases issued by user departments in the form of a Request for Quotation (RFQ). Component prices will be solicited for Group 1 – Sheet Fed. Price quotes for Group 2 – Roll Fed are on a job-by-job basis.

What does component prices mean? Each jobs are different and different components are required depending on what type of jobs it is (see inventory list attached).

It shall be the sole prerogative of the County as to the number of vendors who will be included under this contract. During the term of this contract, the County reserves the right to add or delete vendors, as it deems necessary in its best interests. If the County elects to add vendors, the vendors must meet the same minimum qualifications established for the original competition.

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Group 1 – Color Printing Plus Coating – Sheet Fed

In order for Bidders to prequalify for this group, they must be able to provide offset lithographic sheet-fed printing for at least (4) four ink colors plus coating on a sheet up to 28" X 40" in a single pass.

Group 2 – Color Printing - Roll-Fed

In order for Bidders to prequalify for this group, they must be able to provide heat set offset lithographic roll-fed web printing on both sides of the media with at least (4) four ink colors on a roll that is a minimum of 35" wide in a single pass.

- As determined how? This is defined in the attached press equipment list.

**2.6.1 PRE-QUALIFICATION CRITERIA**

Pre-qualification under this solicitation will be made to all responsive, responsible Bidders that meet the following minimum qualifications:

- a. Bidders shall maintain an email address. Resources shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to provide immediate support and expedite quotations.
- b. Bidders shall have a sufficient inventory of equipment located at the Bidders' facility to meet the needs outlined in Section 3.
- c. Prior to bid opening, Bidders shall own or have a long-term lease agreement for printing equipment. Bid Submittals shall not be considered for award from bidders that do not have on premises well-maintained equipment at the time of the Pre-Award Inspection.

Why long term? To make sure the people have the equipment...

- d. Bidders shall hold a valid Certificate of Conformance for Forestry Products Chain of Custody from a minimum of two accreditation organizations in accordance with Section 2.6.2.
- e. Bidders shall have an Industrial Waste 5 Operating Permit from Miami-Dade County.
- f. Bidders shall have prior to bid opening a functioning File Transfer Protocol (FTP) site for transfer of digital work file. The site must provide security through password log on and permit the transfer of files up to one gigabyte in size.
- g. Bidders shall maintain an office within the geographic boundaries of Miami-Dade County, Florida.

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**2.6.2 CERTIFICATION AS CHAIN OF CUSTODY PRINTER REQUIRED**

Miami-Dade County has established sustainability initiatives that include the printing of materials that require Chain of Custody Logo Certification. Only Bidders that demonstrated through annual independent audits that they follow prescribed procedures designed to preserve the chain of custody are permitted to print these logos. Bids for Group 1 and for Group 2 will not be considered without a photocopy of the firm's certificates of Forestry Products Chain of Custody (CoC) certification from a minimum of two accreditation organizations (see Section 2, Paragraph 2.6.1.d). The recognized organizations are; Forest Stewardship Council (FSC), Program for the Endorsement of Forest Certification (PEFC) or Sustainable Forestry Initiative (SFI).

**2.7 PRICES SHALL BE FIXED AND FIRM:**

Component prices offered by the prequalified vendors for Group 1 shall remain fixed and firm for a period not to exceed 12 months. [REDACTED] → Do we need this? Yes. In case the user department becomes aware of updates in services or prices, they can inform the other bidders.

Component price list will be done after qualification of bidders.

Web pricing shall remain fixed and firm for a period of 30 to sixty days.

The prices quoted shall be inclusive of all costs, charges, and fees involved in providing the specified services. Additional charges of any kind added to the invoice submitted by the vendor will be disallowed.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED**

**2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED**

**2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE: INTENTIONALLY OMITTED**

**2.12 BID GUARANTY: INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS: INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: INVOICE MATCHED TO WORK ORDER**

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Selected Bidders shall submit an invoice which provides the basic information set forth below, and the corresponding Work Order number, to the County user department that issued a Purchase Order to the bidder(s). The date of the invoice shall not exceed thirty (30) calendar days from the completion and acceptance of the work requested through the Purchase Order. Under no circumstances shall the invoice be submitted to the County in advance of the completion and acceptance of the work.

All invoices shall contain the following basic information:

- I. Bidder Information:
  - The name of the business organization as specified on the contract between Miami-Dade County and bidder
  - Date of invoice
  - Invoice number
  - Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
  - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
  - Unit price of the goods, services or property provided
  - Extended total price of the goods, services or property
  - Applicable discounts
- IV. Goods or Services Provided per Contract:
  - Description
  - Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property
- VI. Failure to submit invoices in the prescribed manner will delay payment.

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

Selected Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at General Services Administration, Administration and Business Services Division, 2225 N.W. 72<sup>nd</sup> Avenue, Miami, Florida 33122 or any other designated location within Miami-Dade County.

**2.17 DELIVERY SHALL BE SEVEN (7) DAYS AFTER DATE OF ORDER:**

Unless otherwise noted in the RFQ, selected Bidders shall make deliveries of quality offset flat sheet and roll fed printing within seven (7) calendar days after the date of the order. In cases where the delivery and availability may be delayed, the bidder shall notify the County of the delays in advance so that a revised delivery schedule can be considered and approved by the County. ~~Where is (RFQ) defined? This is in Section 2.6.~~

On occasion, the authorize user department may contact Bidders to inquire whether if their firm can do a time-value printing order that is required with a delivery schedule of five (5) working days or less. Should the response be affirmative the selected Bidder will receive the written printing order including the verbally agreed to delivery date. Delivery dates specified on the purchase order shall be considered a binding requirement under the terms of this contract. ~~Failure to complete the work on time shall constitute non-performance. Why is this section a different process? As stated, there are times when the user department will have special jobs that need special requirements.~~

Otherwise, should the selected Bidder to whom an order is awarded fail to deliver the items in the number of days stated above; the department may cancel the order with the awarded Bidder and place the order with the next low Bidder. All re-procurement cost shall be borne by the initial bidder awarded the order.

**2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED**

**2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED**

**2.20 CONTACT PERSON:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, please contact Roma Campbell via e-mail at [rcamp@miamidade.gov](mailto:rcamp@miamidade.gov) with a copy to the Clerk of the Board at [clerk\\_BCC@miamidade.gov](mailto:clerk_BCC@miamidade.gov). Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to Vendors as needed.

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

**User Access Fee**

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

The bidder 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. Bidder participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder 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 bidder 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 bidder and shall be paid by the ordering entity less the 2% UAP.

**Bidder Compliance**

If a bidder fails to comply with this section, that bidder 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.

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**2.22 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION:**

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov). This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

**1. DEFINITIONS**

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Mayor to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. "Compliance officer" means the County Mayor or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or

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without benefits that is providing covered services pursuant to the service contractor's contract with the County.

- I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
  - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
    - (i) food preparation and/or distribution;
    - (ii) security services;
    - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
    - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
    - (v) transportation and parking services including airport and seaport services;
    - (vi) printing and reproduction services; and,
    - (vii) landscaping, lawn and/or agricultural services.
  - (2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

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- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
- (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
- (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
- (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
- (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

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- (vii) Janitorial Services;
  - (viii) Delayed Baggage Services;
  - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
  - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
  - (xi) In warehouse cargo handlers.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.
- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

**2. MINIMUM WAGES AND POSTING OF INFORMATION**

- A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

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- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.
- (1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:
- i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.
  - ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting

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requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Small Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

- F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

**3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

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- D. In addition to the payment of penalties and back wages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.
  
- E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by SBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by SBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:
  - (1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
  - (2) For the second underpayment, a penalty in an amount equal to 20% thereof;
  - (3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
  - (4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

**4. PAYROLL; RECORDS; REPORTING**

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

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- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

**5. SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

**6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Mayor in writing and the County Mayor shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

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- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. In addition to the payment of penalties and back wages, the County Mayor may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Mayor determines a covered employer failed to comply with these provisions a fourth time,

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the non-complying covered employer's service contract with the County may be terminated.

- G. The County Mayor may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

**2.23 PRE-AWARD PLANT INSPECTION:**

Prior to pre-qualifying Bidders and/or awarding a work order as the result of a spot market quotes, the County shall have the right to make a plant inspection of Bidder's production equipment, plant facilities and quality of work in progress to assist in evaluating the capabilities of bidders.

**2.24 PROMPT RETURN OF COUNTY PROPERTY:**

All copy, disks supplied, photographic materials, digital color proofs, and dies are the property of the County and shall be returned by Bidder with the delivery of the printing (product) order to the appropriate County facility. Invoices will not be processed for payment in the absence of the return of all County property.

The County shall have access to and may remove all County property from the selected Bidders' location at anytime.

**2.25 KNOWLEDGEABLE ON-SITE SUPERVISION:**

Selected Bidder must provide skilled and knowledgeable production supervisors at their local facility to coordinate and implement all production instructions issued by the County to ensure that excellent quality production is consistently achieved on all work awarded under this contract.

**2.26 RESPONSIBILITIES FOR COUNTY PROPERTY:**

In the performance of this contract, the selected Bidder(s) may receive County property needed to complete contracted printing jobs. This property may include printing paper, media containing electronic files, original photographic material, dies, and other items. The bidder shall be responsible for County property while in its possession. In cases where damage or loss occurs, the selected Bidder shall promptly replace the property with like items approved by Miami-Dade County or a monetary payment as determined by the County

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equal to the replacement value of the property. The County will determine which method of settlement is in the best interest of the County.

In order to protect this property, any of the following occurrences may cause the County to suspend placement of work:

1. Institution of proceedings of voluntary bankruptcy by an awarded vendor.
2. Institution of proceedings of involuntary bankruptcy of an awarded vendor.
3. Assignments by an awarded vendor for the benefit of creditors.

**2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:**

Selected Bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered to any designated destination in the Miami-Dade County area. The packing slip shall be attached to each of the shipping carton which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number and job name; date of order; a complete inventory listing of items being delivered.

**2.28 CLARIFICATIONS**

Prior to being added to the Pre-Qualification Pool, the County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Bidders deemed eligible for participation in the Pre-Qualification Pool.

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**3.1 SCOPE**

This contract will be used to supplement the County's in-house printing capabilities on an as needed basis. As such, the processes and equipment employed by Bidders pre-qualified under the pool must be compatible with an expansion of the County's own internal capabilities. The printing process to be used for this contract is offset printing. Two groups will be awarded as described in Section 2.6, Group 1 – Color Printing Plus Coating - Sheet Fed and Group 2 – Color Printing – Roll Fed. Reproduction of image shall be positioned as indicated on copy and shall be offset printed using fully pigmented ink(s) providing a strong intensity of image without using excessive amounts of ink.

**3.1.1 Group 1: Sheet-fed Press**

The following is a sample list of equipment: Is equipment list a sample or required. Required. However, below is a list of example/samples of equipment for the vendors, some may have different names or brands, we are just advising them on what the user department is requiring...

Offset Lithographic Sheet-fed Press – capable of printing at least (4) four ink colors on a sheet up to 28" X 40" in a single pass. Press dampening systems, powder spray systems, aqueous or UV coating and delivery heaters are required.

Folder - Continuous or pile feed, buckle folder to accommodate a 28" X 40" sheet size. Three working sections are required capable of 4/4/2 folds. The folder must have counters and double sheet detectors.

Cutter - Hydraulic guillotine cutter of sufficient size to accommodate a 45" wide sheet. The back-gauge must be digital controlled. The cutter must be programmable up to 30 cuts and have an electronic display screen giving reading in one hundredths of an inch or finer. Clamp pressure control must be separate from other functions.

Stitcher - Saddle wire stitcher capable of: automatically feeding and gathering a minimum of four (4) folded untrimmed signatures up to 10" X 12-3/4"; placing up to 3 wire stitches on the spine; and completing a three (3) sided final trim of up to 9" X 12"; all in a continuous process. The stitcher must have counters, caliper detectors and rejected book system.

Computer to Plate (CTP) Platesetter - The CTP Platesetter must be capable of producing an aluminum printing plates for use in "critical color" reproduction, 150 – 200 line screen. Polyester plates are not acceptable. The CTP Platesetter must place halftone dots in exact position over four successive colors within .0005 inches. The CTP Platesetter must be linked to RIP (raster image processor) capable of distinguishing and imaging type fonts with sharply defined edges as well as graphic images. The CTP Platesetter must be calibrated and managed using ICC profiles according to accepted industry standards such as G7, SNAP, GRACoL or SWOP. Plates must be imaged according to the established printing characteristics of each of the bidder's presses. Only thermal or violet lasers CTP Platesetters are acceptable.

Digital Color Proof - A color managed ink jet printer or a color managed contract quality color contone-proofing device is required to produce color proofs that accurately reflect the

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color characteristics of the final product. The accuracy of these calibrated proofs must be maintained through the use of a spectrophotometer. These proofs will be used to judge hue, brightness and contrast. Once approved it will be the selected Bidder's responsibility to achieve these results on press.

Digital Position Proof - A wide format printer (30" minimum width) is required to produce two-sided digital position proofs. Each proof will be produced from the same raster file that will be used to image the plates. These proofs will be used to check page sequence, page position, bleeds and front to back registration. All printed elements for the final product will be included on these proofs.

Digital Image Workstation - High-end digital image processing equipment capable of:

- a. Image retouching and modification - tone modification, color change, seamless image combination, dot modification, cloning, removal of scratches or flaws, montages, etc.
- b. Layout - image assembly, vignetting, effective trapping superimposition, etc.
- c. Graphics - enlarge or reduce composite images with the same or different screen resolution, creation of geometric shapes such as circles, ellipses, rectangles, etc.
- d. Editing and troubleshooting - pre-flight correction of electronic files to achieve desired raster image processing ("RIPing").
- e. Imposition system capable of positioning each page present in a digital file in precise position required by the press and bindery to produce the specified product. The system must account for registration, product type, spine grind, crossovers, push-out (creep), trims and bleeds.

An open architecture computer graphics workstations such as, but not limited to, Apple Intel Processor, Windows XP Professional or Unix based system will be required to accomplish the complex requirements stated above. The image editing computer must be fully able to accept PDF, EPS (Encapsulated PostScript) and TIFF (Tag Image File Format) files produced by PC's (in native software) or Apple computers and must be equipped with common graphic software such as, but not limited to In Design, Adobe Illustrator, Adobe and PhotoShop.

**3.1.2 GROUP 2: Roll-fed Web Press**

The following is a sample list of equipment: ~~Is equipment list a sample or required. Required. However, below is a list of example/samples of equipment for the vendors, some may have different names or brands, we are just advising them on what the user department is requiring...~~

Roll-Fed or Web Press - Offset lithographic web press capable of printing both sides of the media with at least (4) four ink colors on a roll that is 35" wide in a single pass. Inline drying ovens for coated papers, chillers, a sheeter and a folding unit are required.

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Folder - Continuous or pile feed, buckle folder to accommodate a 25" X 38" sheet size. Three working sections are required capable of 4/4/2 folds. The folder must have counters and double sheet detectors.

Cutter - Hydraulic guillotine cutter of sufficient size to accommodate a 45" wide sheet. The back-gauge must be digital controlled. The cutter must be programmable up to 30 cuts and have an electronic display screen giving reading in one hundredths of an inch or finer. Clamp pressure control must be separate from other functions.

Stitcher - Saddle wire stitcher capable of: automatically feeding and gathering a minimum of four (4) folded untrimmed signatures up to 10" X 12-3/4"; placing up to 3 wire stitches on the spine; and completing a three (3) sided final trim of up to 9" X 12"; all in a continuous process. The stitcher must have counters, caliper detectors and rejected book system.

Computer to Plate (CTP) Platesetter - The CTP Platesetter must be capable of producing an aluminum printing plates for use in "critical color" reproduction, 150 – 200 line screen. Polyester plates are not acceptable. The CTP Platesetter must place halftone dots in exact position over four successive colors within .0005 inches. The CTP Platesetter must be linked to RIP (raster image processor) capable of distinguishing and imaging type fonts with sharply defined edges as well as graphic images. The CTP Platesetter must be calibrated and managed using ICC profiles according to accepted industry standards such as G7, SNAP, GRACoL or SWOP. Plates must be imaged according to the established printing characteristics of each of the bidder's presses. Only thermal or violet lasers CTP Platesetters are acceptable.

Digital Color Proof - A color managed ink jet printer or a color managed contract quality color contone-proofing device is required to produce color proofs that accurately reflect the color characteristics of the final product. The accuracy of these calibrated proofs must be maintained through the use of a spectrophotometer. These proofs will be used to judge hue, brightness and contrast. Once approved it will be the bidder's responsibility to achieve these results on press.

Digital Position Proof - A wide format printer (30" minimum width) is required to produce two-sided digital position proofs. The proof will be produced from the same raster file that will be used to image the plates. These proofs will be used to check page sequence, page position, bleeds and front to back registration. All printed elements for the final product will be included on these proofs. The printer will be fully responsible for their accuracy.

Digital Image Workstation - High-end digital image processing equipment capable of:

- a. Image retouching and modification - tone modification, color change, seamless image combination, dot modification, cloning, removal of scratches or flaws, montages, etc.
- d. Layout - image assembly, vignetting, effective trapping superimposition, etc.
- e. Graphics - enlarge or reduce composite images with the same or different screen resolution, creation of geometric shapes such as circles, ellipses, rectangles, etc.
- f. Editing and troubleshooting - pre-flight correction of electronic files to achieve desired raster image processing ("RIPing").

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- g. Imposition system capable of positioning each page present in a digital file in precise position required by the press and bindery to produce the specified product. The system must account for registration, product type, spine grind, crossovers, push-out (creep), trims and bleeds.

An open architecture computer graphics workstations such as, but not limited to, Apple Intel Processor, Windows XP Professional or Unix based system will be required to accomplish the complex requirements stated above. The image editing computer must be fully able to accept PDF, EPS (Encapsulated PostScript) and TIFF (Tag Image File Format) files produced by PC's (in native software) or Apple computers and must be equipped with common graphic software such as, but not limited to InDesign, Adobe Illustrator, Adobe and PhotoShop.

**3.2 COUNTY PRINTING STOCK**

Group 1 – Sheet-Fed: All paper stock (coated, uncoated, text or cover etc.) required for offset sheet-fed printing orders placed under terms of Group 1 will be furnished by Miami-Dade County. Any loss of paper due to excessive spoilage or unacceptability of finished product due to Bidders negligence shall be replaced by paper stock (mill brands only) of equal quality, per Competitive Grade Finder at the Bidder's expense, after approval by the County department. All paper distributor delivery receipts for work orders placed must be faxed immediately to Administration and Business Services at fax (305) 592-3616. Original copy of the delivery receipt must accompany Bidders invoice.

Group 2 – Roll-Fed/Web Press: All paper stock (coated, uncoated, text or cover etc.) required for offset roll-fed web printing orders placed under terms of Group 2 shall be furnished by the Bidder. Any loss of paper due to excessive spoilage or unacceptability of finished product due to Bidders negligence shall be replaced by the Bidder at the Bidder's expense.

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MIAMI-DADE COUNTY

BID NO.: RQGS1100031

SECTION 4  
BID SUBMITTAL FORM

PRINTING FLAT SHEET AND ROLL FED, QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES

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

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**NOVEMBER 16, 2011**



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

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

Issued by: Roma Campbell      DPM Purchasing Division      Date Issued:      This Bid Submittal Consists of Pages 21 through 26

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

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

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 966-35, 37, 40, 50, 52, 966, 700-56	
Procurement Contracting Officer 1: Roma Campbell	

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 26 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 26 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

PRINTING FLAT SHEET AND ROLL FED, QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES

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

**4.1 RESPONSE FORM**

How do we know which group they submit for? See attachment for additional info on groups, we can duplicate the pages and include page 1 as group 1 and the same info on page 2 as group 2...please let me know your thoughts.

**4.1.1 Contact Information**

Provide contact information for Primary (Required) and Secondary (Optional) staff within your Company who will be responsible for providing a response to spot market quotes issued by Miami-Dade County. These services shall typically be required Monday through Friday within the business hours of 8:00 AM and 6:00 P.M. (Local Time)

PRIMARY CONTACT (REQUIRED)	
Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
E-mail Address:	
Website Address:	
Office Hours (include days and hours);	
SECONDARY CONTACT (OPTIONAL)	
Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
E-mail Address:	

MIAMI-DADE COUNTY

BID NO.: RQGS1100031

**BID SUBMITTAL FOR:**

**PRINTING FLAT SHEET AND ROLL FED, QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES**

**FIRM NAME:**

Website Address:	
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**4.1.2 INVENTORY LIST(S)**

As part of the Bidders' submission package, the Microsoft Excel Sheet posted with this solicitation is to be completed. Bidders must have at least one qualifying device in each section of the inventory list(s). Bidders should submit a separate inventory list for each group under which they wish to be pre-qualified.

**4.1.3 PROOF OF OWNERSHIP**

As part of the Bidders' submission package, Bidders must submit proof of ownership and/or copies of long term lease agreements for all equipment included in the submitted inventory list(s).

**4.1.4 CERTIFICATE OF FORESTRY PRODUCTS CHAIN OF CUSTODY**

As part of the Bidders' submission package, Bidders must submit a copy of their certificate of Forestry Products Chain of Custody from a minimum of two (2) agencies as defined in Section 2.6.2.

**4.1.5 INDUSTRIAL WASTE 5 OPERATING PERMIT**

As part of the Bidders' submission package, Bidders must submit a copy of their Industrial Waste 5 Operating Permit.

**4.1.6 FILE TRANSFER PROTOCOL (FTP) SITE**

As part of the Bidder's submission package, Bidders must provide a working FTP site link that can be tested by the County.

**4.1.7 LOCAL BUSINESS TAX RECEIPT**

As part of the Bidder's submission package, Bidders must provide a current and valid copy of their Local Business Tax Receipt for Miami-Dade.

**SECTION 4  
BID SUBMITTAL FOR:**

**PRINTING FLAT SHEET AND ROLL FED, QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **TITLE OF OFFICER:** \_\_\_\_\_



BID SUBMITTAL FORM

Bid Title: PRINTING FLAT SHEET AND ROLL FED, QUALITY OFFSET (LITHOGRAPHIC) PRINTING SERVICES

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

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.

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

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?
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?

MIAMI-DADE COUNTY

BID NO.: RQGS1100031



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

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_/ - \_/ / / / / / /

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days

**\*\*By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract\*\* (Please see paragraph 1.2 H of General Terms and Conditions)**

Signature: \_\_\_\_\_ (Signature of authorized agent)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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 FORMAL BIDS**





SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

Prime Contractor/Respondent's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_  
(Duplicate if additional space is needed)