

**One Time Purchase of Dell Computers for MDCR**

**RQET1300001 - Verification of Availability**

Find attached the “**Scopes of Work**” and “**Special Requirements**” for an upcoming **Invitation to Quote (ITQ)**. Please review to determine if you would be able to **satisfy the requirements** (as applicable), and **interested in responding**; if so, please check the appropriate areas below and respond to this email confirming the same. Please pay “**CLOSE**” attention to the various sections and the “**SPECIFICATIONS**” for the equipment being sought confirm your **ability** and **availability** to satisfy “**ALL**” sections/scopes.

See **specifications (Module, Description and SKU)** – Paying very close attention to all Sections listed, and the requirements of each. (While you are **not** bidding at this time, be mindful your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

**Are you able to supply “75” (Seventy-five) Dell Workstations (meeting the stated requirements?)**

**YES \_ NO \_**

**Do you have prior experience consistent with the requirements of this ITQ?**

**YES \_ NO \_**

**\_\_\_ I am “NOT” interested in this solicitation.**

**Name of Firm:** \_\_\_\_\_ **SBE Exp. Date:** \_\_\_\_\_

**Owner’s Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Please respond by **10:00am, Tuesday December 4, 2012.**

Any questions, feel free to contact me at the number below.

(Respond to the “**Verification**” whether you are interested or not (choosing “**Yes**” or “**No**” as applicable); this helps SBD in the determination of measures).

**Vivian O. Walters, Jr.**

Contract Development Specialist II  
Regulatory and Economic Resources Department  
Small Business Development Division  
111 NW 1st Street #19 Floor, Miami, Fl 33128  
walterv@miamidade.gov

☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160

*“Delivering Excellence Every Day”*



**INVITATION TO QUOTE  
MIAMI-DADE COUNTY  
Internal Services Department  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, Florida 33128**

**THIS IS NOT  
AN ORDER**

QUOTATION NO.: \_\_\_\_\_ DUE DATE: \_\_\_\_\_ TIME: 2:00 PM \_\_\_\_\_

CONTRACT NO. (if applicable): \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**SEALED QUOTE REQUIRED:**  YES  NO *See Terms & Conditions and Instructions to Bidders Attached*  
*All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified.*  
*Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award*

The purpose of this Invitation to Quote (ITQ) is to purchase seventy-five (75) Dell OptiPlex 390 Workstations.

The equipment shall meet the following specifications:

Module	Description	SKU
Base Unit	OptiPlex 390 Minitower Standard PSU	225-1350
Operating System	Dell Client System Update	421-5334
Operating System	Windows 7 Pro, No Media, 32-bit,	421-5578
Operating System	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop	330-6228
Processor	Core i5-2400, 3.1 GHz, 6M, VT-x, 95W, Optiplex 390	317-7541
Memory	4GB, DDR3, Non-ECC, 1333MHz, 1x4GB	317-7547
Keyboard	Dell USB Entry Keyboard, No Hot Keys, English, OptiPlex	331-2024
Monitor	Dell Professional 19 inch Monitor P190S, HAS, USB	320-1090
Video Card	512MB AMD RADEON HD 6350 Graphics Dual VGA, FH	320-1859
Hard Drive	250 GB 3.5" SATA 3.0Gb/s and 8MB Data Burst Cache	342-3283
Mouse	Dell MS111 USB Optical Mouse	330-9458
NIC	Intel Standard Manageability	331-2680
DVD-ROM Drive	16X DVD+/-RW SATA, Data Only	318-0546
DVD-ROM Drive	Roxio Creator Starter, No Media	421-4539
DVD-ROM Drive	Cyberlink Power DVD 9.5, No Media	421-4370
Sound Card	Heat Sink, Performance	331-3051
Speakers	Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays	313-6414
Cable	Enable Low Power Mode for EUP Compliance	330-7422
Cable	OptiPlex 390 Minitower Standard Power Supply	331-3053
Cable	Regulatory Label, Dell OptiPlex 390 Minitower	331-3431

Documentation Diskette	Documentation, English and French	331-2030
Documentation Diskette	Power Cord, 125V, 2M, C13	330-1711
Bundled Software	No Productivity Software	421-3872
Factory Installed Software	No Dell Energy Smart Power Management Settings	467-3564
Resource DVD	No Resource DVD	313-3673
Service	Dell Limited Hardware Warranty Plus Service Extended Year(s)	936-3268
Service	Dell Limited Hardware Warranty Plus Service Initial Year	932-1807
Service	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis 3 Year Extended	931-1943
Service	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year	956-3800
Service	ProSupport: 7x24 Technical Support, 3 Year Extended	981-3863
Service	ProSupport: 7x24 Technical Support, Initial	984-6640
Misc.	Chassis Intrusion switch	310-6719
Misc:	No Quick Reference Guide	310-9444
Misc:	Shipping Material for System	331-1268
	Cyberlink Power 9.5.1 And Roxio Creator Starter Media for DVD+/-RW	421-5109

**Bidders are to complete this form in its entirety and return it to the contact person listed above on or before 2:00PM EST, Friday, December 7, 2012.**

**A. PRICE**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Dell OptiPlex 390 Workstations	75	\$ _____
1	3 Year ProSupport Hardware Service Warranty with 3 Year NBD Limited Onsite Service Warranty After Remote Diagnostics	75	\$ _____

**Delivery is required in 15 calendar days after receipt of an order**

**Method of Award: LOWEST, RESPONSIVE, RESPONSIBLE BIDDER IN THE AGGREGATE**

**(Indicate Small/Micro Business measures and whether Local Preference will apply)**

**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 the original 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) may render the vendor ineligible for Local Preference.**

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of the original solicitation.

**Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the**

**locally-headquartered office is \_\_\_\_\_**

**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.

**Addenda Received:**  Yes  No **If yes, please indicate the number of addenda received:** \_\_\_\_\_

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of forty-five (45) days from date quotation is due. If awarded a purchases order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print/Type Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_ **F.E.I.N. No.:** \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_

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.

**SMALL/MICRO BUSINESS CONTRACT MEASURES FOR SOLICITATIONS**

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). A ten percent (10%) bid preference shall apply for certified Micro bidders on awards valued up to and including \$100,000. For awards valued over \$100,000 and up to \$1,000,000, a ten percent (10%) bid preference shall apply for certified Micro and SBE bidders. For awards valued over \$1,000,000, a five percent (5%) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER), 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 RER at 305-375-CERT (2378) or at <http://www.miamidadegov/business/business-certification-programs.asp>. The Micro/SBE or SBE 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.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please provide your Certification Number: \_\_\_\_\_

Is your firm a Miami-Dade County Certified Micro Business Enterprise? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please provide your Certification Number: \_\_\_\_\_

Do you accept purchasing/credit cards for these purchases? \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**

1. Where a sealed quote is indicated, bidder must submit the sealed quote by the specified time and date indicated on the front of this form to the Internal Services Department, Procurement Management Division, to the attention of the Bids and Contracts Section, at the address indicated on this form. **The envelope must state that it is a sealed quote and include the quote number and opening date. No telephone or fax quotes will be accepted.**
2. Where a sealed quote is not required, the bidder may submit its written quotation by fax, mail, etc. to the Specialist identified on the front of this document, unless otherwise specified.
3. **Quotes received after the time and date specified, and after any other quotes have been opened shall not be accepted.**

Requests for additional information or clarification must be made in writing to the person identified on the front of this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all addenda.



# INVITATION TO QUOTE

MIAMI-DADE COUNTY  
QUOTATION NO. \_\_\_\_\_

**THIS IS NOT  
AN ORDER**

### Purpose

The purpose of this Invitation to Quote is to secure sealed quotes for the goods and/or services as listed and specified herein.

### Submitting A Sealed Quote

Sealed quotes must have the following information clearly marked on the face of the envelope:

1. Bidder's name and return address
2. Quote number
3. Quote opening date and time

All quotes shall be submitted in a sealed envelope, on or before the due date and time, to the department indicated in the header of this Invitation to Quote form.

### To Receive A Copy Of Bid Tabulation

To receive a copy of the tabulation of bids, the Bidder must enclose a self-addressed, stamped envelope when submitting the quote.

### Legal Requirements

Bidders are advised that this contract is subject to all legal requirements contained in the County's Implementing Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

### Local Preference

The award of this solicitation is subject to Section 2-8.5 of the County Code which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Code section, "local business" means the bidder has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

As a result of a reciprocal agreement with Broward County, Broward County vendors shall have the same consideration as Miami-Dade County vendors when applying this Local Preference Code section.

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.

**A.** If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

**B.** If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

Ties in best and final bid shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.

### TERMS AND CONDITIONS

1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.
2. The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.
3. In case of default by a successful bidder, Miami-Dade County may procure the goods or services from other sources and charge the bidder, any excess cost or damages occasioned thereby, and debar the bidder from further County contracts in accordance with the Miami-Dade County Code.
4. It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative thereto, and that the bidder shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.
5. Bidder shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price shall prevail.
6. Where equal (substitute) is quoted, items must be equal to or exceed the specifications of the goods specified. The County shall be the sole judge of equality and the decision rendered shall be final. Where the bidder quotes an equal product, the bidder must include the manufacturer, model, description, and any other information necessary for the County to make an evaluation. The County, at its sole discretion, may request additional information during the evaluation period.

7. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.
  8. All material specified herein shall be fully guaranteed by the bidder against factory defects. The bidder at no cost to the County will correct any defects, which may occur as the result of faulty material or workmanship, within the period of the manufacturer's standard warranty. The County does not waive the implied warranties granted under the Uniform Commercial Code.
  9. All goods and materials shall be new and unused, unless otherwise specified by the County as part of this Invitation to Quote.
  10. The County may, at its sole discretion, extend the delivery date where the County determines that it is in the best interest of the County.
  11. Rejected goods remain the property of the bidder and all risk of loss remains with the bidder. Bidder must remove all rejected goods from County property within the time frame established by the County.
  12. Method of award is by item, unless otherwise specified by the County.
  13. The Internal Services Department, Procurement Management Division Director, or designee, shall issue an award under this solicitation. The successful bidder shall honor no request for performance until the Division Director, or designee, has made an award.
  14. Any bidder may protest any recommendation for contract award in accordance with the applicable provisions of the Miami-Dade County Code.
  15. Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.
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### **SPECIAL TERMS AND CONDITIONS**

#### **1. TERM OF CONTRACT: UPON COMPLETION**

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Quote, have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

#### **2. INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

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

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

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.



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

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

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY**  
**111 NW 1<sup>st</sup> STREET**  
**SUITE 2340**  
**MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor.

**3. CERTIFICATIONS**

Bidders are required to be authorized resellers, or authorized distributors of Dell products. Bidders are to provide on letterhead authorization from the Original Equipment Manufacturer stating their ability to sell and provide extended warranty for the equipment proposed. The Bidder's status is subject to further verification by the County with Dell directly.

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

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

Light Speed Building Loading Dock  
11500 NW 25<sup>th</sup> Street  
Miami, FL 33172

**5. DELIVERY LOCATIONS AND HOURS SPECIFIED**

The vendor shall deliver shipments to the County during the prescribed hours of 9:00 a.m. - 5:00 p.m. (local time) Monday through Friday at the location identified above.

**6. WARRANTY SHALL BE THREE YEARS FROM DATE OF ACCEPTANCE****A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of three (3) years after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full three (3) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within 15 calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**7. CONTACT PERSONS**

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Santiago A. Pastoriza, Procurement Contracting Officer 1 via email at [spastor@miamidade.gov](mailto:spastor@miamidade.gov) with a copy to the Clerk of the Board at [clerkBCC@miamidade.gov](mailto:clerkBCC@miamidade.gov). Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect.

**8. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the vendor shall be the most recent model available. Any optional components which are required in accordance with the contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements.

**9. EQUIPMENT SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

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

**10. 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.



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The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default of the contract by Miami-Dade County.

**11. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

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