

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. Contract 7176-3/13-3
 Re-Bid Other LIVING WAGE APPLIES: NO

Requisition No./Project No.: ROID1300053 TERM OF CONTRACT 5 YEARS WITH N/A OTR

Requisition /Project Title: Scale, Electronic (Passenger Baggage Weighing)

Description: The purpose of this solicitation is to establish a contract to furnish and install scales and to cover maintenance, repair service, calibration and quarterly re-certification, and parts to passenger baggage weighing electronic scales.

Issuing Department: Aviation Department Contact Person: Glen Pla Phone: 305-876-0566

Estimate Cost: \$500,000.00 Funding Source: Revenue

ANALYSIS

<u>Commodity Codes:</u> 780-12				
Contract/Project History of previous purchases three (3) years Check here <u>N/A</u> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
<u>Contractor:</u>	Cardinal Scale Mfg Co Scale Rite, Inc.			
<u>Small Business Enterprise:</u>				
<u>Contract Value:</u>	\$144,000.000			
<u>Comments:</u>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				
<u>RECOMMENDATIONS</u>				
	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
<u>SBE</u>				
<u>Basis of recommendation:</u>				
Signed: <i>Sherry Y. Crockett</i> <i>CPFB</i>			Date sent to SBD: 01/28/13	
			Date returned to DPM:	

RECEIVED
DEPT. BUSINESS DEV.
2013 JAN 29 PM 12:39



BID NO.: RQID1300053

OPENING: 2:00 P.M.

, 2013

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND
INSTALL, MAINTENANCE, REPAIR SERVICES & PARTS**

FOR INFORMATION CONTACT:

Sherry Y. Crockett, 305-375-4693, Crockett@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Scale, Electronic (Passenger Baggage Weighing), Furnish and Install, Maintenance, Repair Services & Parts

Procurement Officer: Sherry Y. Crockett, CPPB

Bids will be accepted until 2:00 p.m. on _____, 2013

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

Instructions: 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.

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.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

TITLE

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

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

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

SECTION 2
SPECIAL CONDITIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
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2.1 PURPOSE

The purpose of this solicitation is to establish a contract to furnish and install scales and to cover maintenance, repair service, calibration and quarterly re-certification, and parts to approximately 500 passenger baggage weighing electronic scales and/or powered induction conveyor belt manufactured or supplied by the manufacturers listed in Section 3, Technical Specifications as well as other NIST (National Institute of Standard Technology), approved manufactures in conjunction with the County's needs on an as needed when needed basis.

2.2 TERM OF CONTRACT: FIVE (5) YEARS

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

2.3 METHOD OF AWARD: To Lowest Priced Bidder by Group

Award of this contract will be made to the lowest priced responsive, responsible bidder by group in the aggregate for Group A items (4.1 and 4.2) and Group B item 4.3 of section 4 of the bid proposal. To be considered for award for a given group, the bidder shall offer prices for all items within the given group. The County will then select the bidder for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

2.3.1 MINIMUM QUALIFICATION REQUIREMENTS:

Award of this contract will be made to all responsive, responsible bidders, which meet the minimum requirements set forth in this solicitation.

2.3.1.1 The bidder shall provide a list of key personnel and the State registration for Electronic Baggage Scale.

2.3.1.2 The bidder is required to submit with their bid proof of their firm's designation as a manufacturer or distributor of brands listed in Section 3 bid specifications as well as other NIST (National Institute of Standard Technology). The proof may be in the form of:

- A. Current letters from the manufacturers, on the manufacturer's letterhead, designating the bidder as a manufacturer, or distributor of the brands listed as well as other NIST in Section 3 bid specifications. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative.

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2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.5 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

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- VI. Failure to Comply:
Failure to submit invoices in the prescribed manner will delay payment.

2.6 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Sherry Y. Crockett, CPPB at (305) 375-4693 or via email – Crockett@miamidade.gov with a copy to the Clerk of the Board at clerkbcc@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.

2.7 INDEMNIFICATION AND INSURANCE (11) CONTRACTOR/MAINTENANCE/REPAIR (MDAD)

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, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, 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. Commercial General Liability Insurance in an amount not less than \$1,000,000 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 *\$500,000 combined single limit per occurrence for bodily injury and property damage.

****Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will**

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2.8 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses. The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages stated within this contract. This allowance shall only be provided in those instances where expressly authorized by a representative of the County prior to the commencement of the overtime work.

2.9 EMERGENCY SERVICE:

The vendor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. To 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within eight (8) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within twelve (12) hours after notification by the County.

2.10 LOCATION AND DESCRIPTION

The property subject to this solicitation is located at Miami International Airport, Terminal Building, Miami, Florida and consists of Ticketing/Passenger Lobby areas. Other sites may be added as deemed necessary and charged as noted in paragraph 2.24 of this solicitation.

2.11 SECURITY PROCEDURES AT MIAMI INTERNATIONAL AIRPORT:

The vendor must follow all security procedures required of workers with air-side operations with the Terminal or Airside Operations areas. This will include security checks and passes for all employees, a special driving course to operate a vehicle on the aircraft operating area (AOA), additional badges to work the U.S. customs service area and may include bonding for a customs I.D. For information on a Customs I.D. call (786) 265-5715, pick up forms package at Flamingo Garage Security offices, lower level, Monday-Friday, noon till 3:00PM. For Miami Dade Aviation Department I.D. call (305) 876-7418 for appointment and to pick up package. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract.

2.12 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, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder/service contractor 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.

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This Supplemental General Condition is organized with the following sections:

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

1. DEFINITIONS

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- 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 Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) 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 Code 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 County 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 the Code, either full or part time, as an employee with or 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.
- J. Covered services are any 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;

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- (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 at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
- (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;
 - (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,

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- 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 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 benefits in effect for the fiscal year I which the work is performed.
- 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, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.
- 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.
- O. 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 one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, 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;
 - (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 at Miami International Airport pursuant to a permit, lease agreement or otherwise.

2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at www.miamidade.gov/sba/living_wage_poster.asp.

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. 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

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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 compliance officer to qualify for the wage rate for employees with a health benefit plan.

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, then the service contractor may comply with the Living Wage requirements by paying the covered employee 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 complying with the living wage 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.

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:

1. 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, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
 2. 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. The Living Wage rate is 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 (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). 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 a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered

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employee's first 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.

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

3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:
1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred 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 to defray costs of administering the Living Wage provisions.
 2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
 3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
 4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;

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5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
 6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County 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 noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
 7. All such sanctions recommended or imposed shall be a matter of public record.
 8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
 9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.
- C. Withholding
- The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

4. PAYROLL; RECORDS; REPORTING

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
 - a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
 - b. the number of hours worked each day by each covered employee;
 - c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
 - d. any other data or information the Living Wage Commission or the County should require.

SECTION 2
SPECIAL CONDITIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
MAINTENANCE, REPAIR SERVICES & PARTS**

- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. 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 sanctions as outlined in Section III. 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. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

**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 Manager in writing and the County Manager 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.
- 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

SECTION 2
SPECIAL CONDITIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
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- 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. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

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.

SECTION 3
TECHNICAL SPECIFICATIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
MAINTENANCE, REPAIR SERVICES & PARTS**

GROUP "A"

3.1 SCOPE OF WORK

These specifications cover maintenance, repair service, calibration and quarterly re-certification, and parts to approximately 500 passenger baggage weighing electronic scales and/or powered induction conveyor belt manufactured or supplied by the following as well as other NIST (National Institute of Standard Technology), approved manufacturers:

1. **Synergy Labs**
2. **Detecto Scale Co.**
3. **Smith Scales Inc.**
4. **Mettler Toledo**
5. **Cardinal**
6. **Pennsylvania**
7. **Tera**

It is the intent of this contract to keep scales operational 24 hours a day, 7 days a week and to add, remove and relocate scales during the contract period. It is the responsibility of the successful bidder to be aware and familiar with all conditions, materials, locations, and the various hours of operations of the ticket counters governing the availability to service, and maintenance of these scales.

3.2 TYPE OF MAINTENANCE:

The successful bidder shall test each baggage scale, on an as needed basis, when requested by the Aviation Department. Each maintenance shall include but not be limited to inspect all components with certified test weights, test adjust, calibration, test and adjust voltage on electronics, check, correct, or adjust baggage scale base, weigh meter, mounting ring meter, dual display indicators in the ticket counter openings, remove base cover platter and clean out debris any in the scale well. Inspect scale base for security re-secure as required; verify that all scale markings are in compliance. Repair or replace minor items such as plexiglas or stainless steel bezel. The work shall be performed four (4) times per year, on a quarterly basis every three (3) months, (January, April, July, and October).

3.3 SERVICE REPORTS:

With each invoice the successful bidder shall furnish the Aviation Department's representative, a copy of the technician's service report indicating the date, time nature of service performed and also they should include a copy of the invoice for the purchase of all associated replacement parts. and the invoice for service as well. These reports shall be signed by the Project Manager or designee at the time the work is performed.

Vendor will sign in and out on the successful bidder's Log Sheet that is kept at the information counter located at Concourse E, Second floor. Additionally, the vendor will submit signed copies of the completed work order and attach the "Out of Service" placards as applicable.

SECTION 3
TECHNICAL SPECIFICATIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
MAINTENANCE, REPAIR SERVICES & PARTS**

3.4 HOURLY REPAIR SERVICE:

Provide full repair service by State certified employees. Include repair/replacement of worn or defective parts or components as part of the warranty of the contract. The successful bidder shall service, test and certify each baggage scale upon completion of repair service. All repair work will have a (30) days warranty period.

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SECTION 3
TECHNICAL SPECIFICATIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
MAINTENANCE, REPAIR SERVICES & PARTS**

GROUP "B"

3.1 SCOPE

To furnish and install approved passenger baggage weighing electronic scales by certified State of Florida Manufacturers or authorized representatives of the manufacture and proof on letter head from the manufacture of baggage scales complying with all State or Federal standards for the Aviation Department.

Provide a scale based on 24 inch by 24 inch stainless steel platform and 500 lb/ capacity, with dual digital indicators designed for installation in ticket counter millwork and stainless steel "scale well" to match existing units at MIA or turret. Provide with leveling feet and ability to secure within the "well".

All Manufacturers must be certified by the NTEP (National Type Evaluation Program), additional NTEP approved manufacturer's models will be considered. Vendors shall provide specifications of the model being offered.

1. Synergy Labs
2. Detecto Scale Co.
3. Smith Scales Inc.
4. Mettler Toledo
5. Cardinal
6. Pennsylvania
7. Tera

Platform: Utilized, welded steel tubing and plate, with rust inhibiting paint.

Load Cell: NTEP (National Type Evaluation Program) approved four water-resistant shear beam load cells or one single platform load cell.

Load Cell Excitation: Up to 15V DC, generated by the weigh display.

Load Cell Cable: Lengths as required and shielded to prevent damage.

EMI & RFI Shielding: Must be provided.

3.2 DIGITAL INDICATOR:

Special design indicator, with meter including overweight baggage control with supervisor key, reading in increments of 1.0 pounds or 0.5 kilos to be clearly legible and the ability, to be changed as required by owner or ticket agent. Overload function, zero control, and two weights displays one for agent and one for passenger control module located within ticket counter shell or turret, special electronics to tie systems together. Ticket counter drawings to be provided to successful bidder for their modification for installation.

Digital weight indicator at agent side must have LB/KG selector switch and zero reset switch, with labeling engraved in the stainless steel indicator cover plate. The indicator

SECTION 3
TECHNICAL SPECIFICATIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
MAINTENANCE, REPAIR SERVICES & PARTS**

manufacturer serial number and scale capacity must also be engraved or permanently fastened to the cover plate. **(Skill screen labeling not acceptable).**

The passenger display must be fastened in place with a metal bracket (glued in place not acceptable). Location of displays must be installed by this vendor to avoid damage by the counter inserts.

Overload: Up to 150% of the scale's rated capacity.

End Loading: Up to 100% of the scale's rated capacity.

Accuracy: One part in 5,000, Meeting or exceeding all Handbook-44 from the Federal Agency US Department of Commerce. Specifications for weighing devices of this class.

Compensated

Temperature Range: -15 degrees Fahrenheit to 150 degrees Fahrenheit.

3.3 CLEANING AND PROTECTION:

Cleaning:

After completion of installation, clean all surfaces, and refinish or replace damage surfaces, to eliminate all evidence of damage. Touch up surfaces to match original finish.

Protection:

Advise successful bidder of measures of requirement to protect equipment from damage or deterioration.

3.4 INSTALLATION

Examine substrates, counters and inserts, adjoining construction and conditions under which work will be installed. Do not proceed until unsatisfactory conditions have been corrected.

Upon completion of the installation of equipment to the point that the system is fully operable, completely test equipment to demonstrate compliance with codes, regulations, and contract documents. Provide necessary labor and equipment for on-site observations, testing and retesting. Perform evaluation test with detailed check list of all performance requirements. Also, contact the necessary government agencies for certification.

Comply with applicable State and Federal standards and requirements and manufacturer's instructions and recommendations. Coordinate installation for accurate alignment and level. Install all components, without damage to other items of the work. Calibrate scales to insure operations within specified requirements.

SECTION 3
TECHNICAL SPECIFICATIONS

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
MAINTENANCE, REPAIR SERVICES & PARTS**

3.5 INITIAL MAINTENANCE AND WARRANTY

Maintenance Service:

Provide full maintenance service by State certified employees of the installer for two (2) years following date of acceptance by Owner. Include preventative maintenance, repair/replacement of worn or defective parts or components and lubrication, cleaning and adjusting as required for operation in conformance with specified requirements. Exclude only repair/replacement due to misuse, abuse, accidents or neglect caused by persons other than installer's personnel. Provide price list for each scale component, prices to be valid for term of contract. Most of the scales are available for service during regular hours. However, some of them have less availability, but, the service can not interrupt the airport operations at any time.

The successful bidder shall service and test each baggage scale four (4) times per year. All service and test must be completed within thirty days of issuance of work order to the vendor. Each service shall include but no be limited to inspection and calibration of all components with certified test weights, testing and adjusting baggage scale base, weigh meter, dual display readouts in the ticket counter openings, removing platform and cleaning well of debris, repairing or replacing minor items such as plexiglass or stainless steel covers and frames. The successful bidder shall request a work order from the owner for this service. Work orders will be issued for all repair work and a cop of the work order to be attached to the invoice.

WARRANTY:

By signing this contract the successful bidder and manufacturers, agree to replace/repair/restore defective design, materials and workmanship of baggage scale work during warranty period. "Defective" is hereby defined to include, but no by way of limitation, operation or control systems failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, the need for excessive maintenance, and similar unusual, unexpected and unsatisfactory conditions.

The warranty period is two (2) years from date of acceptance of the system by the owner, for all parts and labor excluding misuse, abuse, accidents or neglect.

**SECTION 4
BID SUBMITTAL FORM**

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

OPENING: 2:00 P.M.
, 2013



**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: **SYC**

ISD/PM

Date Issued:

This Bid Submittal Consists of
Pages **19** through **23**

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.

Title:

**SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND
INSTALL, MAINTENANCE, REPAIR SERVICES & PARTS**

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

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

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 780-12	
Procurement Contracting Officer: Sherry Y. Crockett, CPPB	

FIRM NAME _____

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

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4
 BID SUBMITTAL FOR:

SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL,
 MAINTENANCE, REPAIR SERVICES & PARTS

FIRM NAME: _____

4.1 MINIMUM REQUIREMENTS CHECK LIST

Check List	Provide a list of key personnel and the State registration for Electronic Baggage Scale. The bidder is required to submit with their bid proof of their firm's designation as a manufacturer or distributor of brands listed in Section 3 bid specifications as well as other NIST (National Institute of Standard Technology). The proof may be in the form of:		
		YES	NO
Did your company submit key personnel list and state registration for electronic baggage scale?			
Did your company provide proof of your firm's designation as a manufacturer or distributor of brands listed as well as other NIST?			

4.2 PRICING

Item no.	Description	Quantity	Quarterly Maintenance Scales-Each	Price x(4)
	GROUP "A"			
4.1	Quarterly Maintenance Service, Repair, Calibration and Recertification as per Technical Specifications Group A	500ea	\$ _____ Ea.	
			Hourly Rate	
4.2	Repair Service (Including Travel Time) As per Technical Specifications Group A	100/hrs.	\$ _____	N/A
		Est. Dollar Amt/Yr		
4.3	Parts; Highest discount off From Manufacture. Successful bidder Should submit mfg. Price list with invoice.	\$5,000.00	_____ %	

Group "B"			Unit Price	
4.4	Furnish and Install 50(ea) Scales as per Technical Specifications; Group B Brands MFR must be certified by the NETP (National Type Evaluation Program)	50(ea)	\$ _____	
	Manufacture: _____			
	Model # : _____			

SECTION 4
BID SUBMITTAL FOR:
SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND
INSTALL, MAINTENANCE, REPAIR SERVICES & PARTS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: **SCALE, ELECTRONIC (PASSENGER BAGGAGE WEIGHING), FURNISH AND INSTALL, MAINTENANCE, REPAIR SERVICES & PARTS**

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 at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

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.

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) 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 this 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.

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. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. _/ - _/ / / / / _

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

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

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

