

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 9241-0/15-C

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQET1700016
 TERM OF CONTRACT 3 YEAR(S) WITH 0 5 YEAR OTRs

Requisition /Project Title: IT Consultant Contract

Description:

In March 2010, the Board of County Commissioners approved the access of State of Florida Contract No. 973-561-010-1 for specific projects identified to be initiated in a 12 month period. Under this contract, the County is bound by the State's terms and conditions, including the vendors the State selects for award. Additionally, the County is dependent on the State to maintain an active contract in order to receive continuity of services. Delays in the establishment of Contract No. 973-561-010-1 caused the County to be without a contract for IT consulting services resulting in substantial delays in County technology projects and initiatives. In an effort to gain better administrative control over terms and conditions, such as SBE measures and contract length, as well as to allow the participation of additional local vendors, staff established Contract No. 9241-0/15-A to serve as a replacement to the access of Contract No. 973-561-010-1. The establishment of Contract No. 9241-0/15-A also allowed the County to maintain control over the expiration of the contract and to ensure continuity of services.

The award of Contract No. 9241-0/15-A included specifically identified projects for each participating department for a 12 month period. The following year the Board granted allocations under Contract No. 9241-0/15-B for projects that were identified to commence during the following 12 month period. The following year the Board granted allocations under Contract No. 9241-0/15-C for projects that were identified to commence during the following 12 month period. Currently we are requesting that the Board approve a modification to extend the contract for an additional 3 years. All projects moving forward will be associated with Contract No. 9241-0/15-D. In order to maintain the best level of customer service possible while still making a fiscally responsible decision, it is recommended that the award be completed on Contract No. 9241-0/15-D.

Issuing Department: ITD
 Contact Person: Juliana Manjarres
 Phone: 305-375-3065

Estimate Cost: 13,442,000.00

Funding Source: Internal Service Funds

ANALYSIS

Commodity Codes:	<u>91895</u>	<u>91828</u>	<u>91829</u>	
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:	\$	\$	\$	

Comments: This document has been sent to you as a courtesy. The previous contracts all had an SBE Bid Preference.

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

See bid document

Signed: Juliana Manjarres	Date sent to SBD: 02/01/2017
	Date returned to ISD Procurement:



BID NO.: 9241-0/15

**OPENING: 2:00 P.M.
WEDNESDAY, JANUARY 27, 2010**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

**INFORMATION TECHNOLOGY CONSULTANT SERVICES
PRE-QUALIFICATION POOL**

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

- BID DEPOSIT AND PERFORMANCE BOND: NOT APPLICABLE
- CATALOGUE AND LISTS:..... NOT APPLICABLE
- CERTIFICATE OF COMPETENCY: NOT APPLICABLE
- EQUIPMENT LIST: NOT APPLICABLE
- EXPEDITED PURCHASING PROGRAM (EPP):..... NOT APPLICABLE
- INDEMNIFICATION/INSURANCE: SECTION 2.11
- LIVING WAGE: NOT APPLICABLE
- PRE-BID CONFERENCE/WALK-THRU: NOT APPLICABLE
- SMALL BUSINESS ENTERPRISE MEASURE: SECTION 2.2
- INSPECTOR GENERAL REVIEW: ... SECTION 1.26
- SITE VISIT/AFFIDAVIT:..... NOT APPLICABLE
- USER ACCESS PROGRAM:..... SECTION 2.21
- WRITTEN WARRANTY:..... NOT APPLICABLE

FOR INFORMATION CONTACT:

**Beth Goldsmith, Senior Procurement Contacting Agent, at 305-375-4417,
or via e-mail at bgoldsm@miamidade.gov**

IMPORTANT NOTICE TO BIDDERS:

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
TECHNICAL SERVICES DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 30 OF SECTION 4, BID SUBMITTAL FORM MAY RENDER YOUR
BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9241-0/15

Information Technology (IT) Consultant Services (Pre-Qualification Pool)

Sr. Procurement Contracting Agent: Beth Goldsmith

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON WEDNESDAY, JANUARY 27, 2010

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. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor pricing document on CD or Flash USB Drive. Electronic media provided to the County will not be returned. Failure to comply with this requirement may result in your Bid not being considered for award.

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

NOTICE TO ALL BIDDERS:

- THE EXECUTION OF BID SUBMITTAL FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THE SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

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

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

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

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

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-6773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

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

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

B. Vendor Registration

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

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

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

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

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-735-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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

D. Request for Additional Information

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

E. Contents of Bid Solicitation and Bidders' Responsibilities

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

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

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

H. Prompt Payment Terms

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

1.3. PREPARATION OF BIDS

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

1.4. CANCELLATION OF BID SOLICITATION

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

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

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

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

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

**SECTION 1
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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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

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

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

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

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

1.20. COLLUSION

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

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

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ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

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

1.26 OFFICE OF THE INSPECTOR GENERAL

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

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales-Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCIT.

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

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2.1 OBJECTIVE

The purpose of this solicitation is to establish a pool of Information Technology (IT) Consultants capable of providing a broad range of IT professional services within Miami-Dade County. This solicitation is being conducted on behalf of multiple County departments.

As a result of this solicitation, the County will have a flexible means of obtaining IT consulting services quickly, efficiently and cost effectively by soliciting Request for Quotes or Request for Resumes and issuing purchase orders to meet the specific needs of County departments on an as needed, when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

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

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

2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIVE (5) YEARS

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Department of Procurement Management, Technical Services Division; and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for five (5) years; provided that the services rendered by the Bidders during the contract period are satisfactory and that County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW: INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: PRE-QUALIFIED BIDDERS

Award of this contract shall be made to all responsive, responsible Bidders who meet the Pre-qualification criteria defined in Section 3 of this document. As a condition for being included in the pool of pre-qualified vendors, Bidders must complete the Response Form (Section 4.2) and Price List (Section 4.4). These forms contain description of the Pre-qualification criteria and ask specific questions relating to Bidders' history and experience providing services.

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In addition, Bidders wishing to be pre-qualified shall provide references on the appropriate Response Form provided (Section 4.2). The County may contact the referenced firms to obtain information as to competence and ability to perform services as required. If as a result of such inquiries, evidence surfaces that the firm seeking to be pre-qualified has not performed in the past at the level expected in the future by the County, the County at its sole discretion may not offer Bidders an opportunity to be a pool member. A minimum of three references must be provided. The County reserves the right, at any time, to require additional references.

Bidders wishing to be pre-qualified for participation must also complete a Price Sheet (Section 4.4). All Bidders who fail to complete all of the required areas of the Price Sheet will be considered non-responsive. Awarded Bidders will be permitted to submit an updated Price Sheet (Section 4.4) during the term of the contract to allow for the addition or removal of Job Titles and Job Descriptions as the capabilities of Awarded Bidders change. Updated Price Sheets (Section 4.4) must be provided via email to the County Contact person identified in Section 2.20.

Awarded Bidders shall be pre-qualified to participate in future spot market competitions as required by the County on an as needed basis. When such a need for services is identified, the requesting County department will develop a Request for Quotation (RFQ) or Request for Resume (RFR) which shall include a detailed scope that will specify all relevant facts related to specific requirements for the services that are required. Awarded Bidders shall be invited to offer a fixed hourly rate not to exceed the Bid Ceiling Rate established in the Price Sheet (Section 4.4) for any given Job Title and Job Description for the specific IT consultant services identified in the RFQ or RFR scope.

In the case of RFQ, the Bidder offering the lowest responsive, responsible proposal based on the specifications provided in the RFQ scope will be selected. The County's decision as to what constitutes a responsive, responsible quote shall be final.

Pre-qualified Bidders are required to submit a bona fide proposal in response to RFQ's issued by the County. When less than three bona fide responses to a RFQ are received, the County, at its option may reject the responses and issue a new RFQ, use another procurement instrument to acquire the services, or seek to negotiate the prices with the Bidder offering the lowest or only price as a result of the solicitation.

In the case of a RFR, the request will be sent by e-mail or fax to those Bidders pre-qualified for performing the services identified by the user department in the RFR scope. The Bidders that can fulfill the personnel work order will submit their responses within 5 business days electronically via e-mail or method specified in the RFR. Bidders are to submit the resumes of all qualified personnel based on the information outlined in the RFR and all applicable documentation. Bidders' responses, at a minimum, will contain the proposed individual's social security number, employment firms and dates employed with each firm and skills.

The County will then select the best-qualified individuals based on a review of all submitted resumes. The individuals whose resumes closely match the Job Title and Job Description/skills required for the work order will be scheduled for an interview that will either

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take place over the phone or in person with the using department. The final determination of the selected candidate shall be in the discretion of the using department or designee.

If, in the County's opinion, an insufficient number and/or quality of resumes are received by the required date to satisfy a request, the County, at its option, may initiate a new RFR process until the position is filled satisfactorily. Should the selected candidate not fulfill the job duties as outlined in the request to the satisfaction of the user department, the user department reserves the right to terminate that employee. The user department or designee then has the right to either go back to the list of candidates received in response to their RFR, or process a new one.

Selected Bidders are expected to have contacted potential employees and have all employment variables (salary, relocation expenses, etc.) negotiated with them prior to the RFR submission to the County for consideration.

Prices included in response to the County's RFQ or RFR must be held fixed for a period of no less than 60 calendar days, to allow time to award the project. If the project is not awarded within 60 calendar days, the County will allow the apparent lowest Bidder the opportunity to extend such prices for another 30 calendar day period. If the Bidder is unable to extend such prices, then the County shall issue a new RFQ or RFR for the same project.

Failure to respond to three or more RFQ's for which the vendor has been pre-qualified, within a twelve-month period may result in the vendor being removed from the pre-qualified pool.

The Bidder offering the lowest fixed price, and/or meeting the minimum specifications provided by the County during the RFQ or RFR process will be awarded the work, and shall be issued a County Purchase Order (PO) based on stated requirements outline in the RFQ or RFR scope. The award of a single PO to one Bidder for a specific stated requirement does not preclude the ability of the remaining pre-qualified vendors from submitting offers for other specific future identified requirements.

In the case of urgent requirements under \$5000, with the potential to negatively affect critical County operations, purchases may be based upon the immediate availability of required services.

2.7 PRICES

As part of the bid submission, Bidders are required to provide the hourly rates for the positions offered. This pricing will establish a Bid Ceiling Rate that may be further negotiated by the user departments during an RFQ or RFR process. If Bidders are approved as a pre-qualified vendor under this solicitation, the prices offered by the Bidders during the RFQ or RFR process shall not exceed those provided for each Job Title and Job Description that the Bidder provided in their Bid Submittal Price Sheet (Section 4.4). The Bid Ceiling Rates established in the Price Sheet (Section 4.4) will be evaluated by the County on an annual basis. The County may, at its sole discretion, request revisions to the Bid Ceiling Rate.

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2.8 EXAMINATION OF SITE

Prior to submitting an offer in response to a RFQ or RFR, Bidders may be required to visit the proposed site of work, if applicable, to become familiar with any conditions that may exist as required by the County.

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES

Failure to complete the projects and/or failure to ensure that a qualified employee reports for work in accordance with the specifications in the RFQ or RFR and to the satisfaction of the County within the time stated shall cause Bidders to be subject to charges for liquidated damages in the amount equal to one full day (8 hours) of consultant services at the hourly rate outlined in the response to the RFQ or RFR as provided by the Bidder. This amount shall not exceed the Bid Ceiling Rate established in the Price Sheet for any given Job Title and Job Description. Liquidated damages shall be assessed for each and every calendar day the work remains incomplete and/or insufficient. At the County's sole option, liquidated damages may be assessed in half-day (4 hour) increments. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of work, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due to Bidders under this agreement, or to invoice Bidders for such damages if the costs incurred exceed the amount due to the Bidder.

2.11 INDEMNIFICATION AND INSURANCE

Bidders 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 Bidders or their employees, agents, servants, partners principals or subcontractors. Bidders 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. Bidders expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidders 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 Bidders 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:

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- A. Worker's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.
- B. Commercial 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.

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 the latest edition of Best's Insurance Guide, published 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 Insurance 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: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

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

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

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidders shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If Bidders fail to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission

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approval, the Bidders shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, Bidders may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

Bidders 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. If insurance certificates are scheduled to expire during the contractual period, Bidders 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 Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from Bidders in accordance with Section 1.0, paragraph 1.23 of the General Terms and Conditions.

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATIONS

Bidders shall have knowledge of and experience for the requested services needed by the County identified in the RFQ or RFR scope of services or statement of work. .

In those cases when the RFQ or RFR scope requires certification in specific software applications and/or a specified brand of equipment, Bidders must submit any and all required certifications executed by the software copyright holder and/or hardware manufacturer stating that the Awarded Bidder is an authorized agent of the copyright holder and/or manufacturer to the County prior to any awards being issued during the RFQ or RFR process.

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED SERVICES

The Awarded Bidder(s) shall submit an invoice(s) to the County user department(s) after services have been completed. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the completion of services. Under no circumstances shall the invoices be submitted to the County in advance of the completion of project for which IT consultant services are required.

All invoices shall contain the following basic information:

- I. Awarded Bidder Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and awarded bidder

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- Date of invoice
 - Invoice number
 - Awarded Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Hourly cost of the consulting service provided
 - Extended total price of the consulting services provided
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description – including Job Title and Job Description as provided by vendor is Bid Submittal Form
 - Quantity of hours associated with contracted services
- V. Location/Department Information:
- Location and date of consulting services provided
 - Department for which consulting services were provided

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

2.16 SHIPPING TERMS

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 the specified user department's site.

2.17 DELIVERY REQUIREMENTS

To be specified in individual Requests for Quotes or Requests for Resumes.

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS

Should any defect or deficiency arise within one calendar year of acceptance of a project by the County, which can be attributed to faulty design or implementation on the part of bidders, the bidders shall immediately correct said defect or deficiency at no cost to the County. Additionally, bidders shall also be liable for defects or deficiencies occurring after one calendar year, if such defect or deficiency becomes evident after a year because of the infrequency with which that process occurs such as processes which occur annually. Bidders are not liable for errors arising from faulty specification provided by the County

If, in the opinion of the County, any work performed while the project is ongoing is unacceptable, bidders will be notified in writing as to the nature of the defect or deficiency

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and advised as to when it must be corrected. If a defect or deficiency is identified before the completion of the project all phased payments will be suspended until the bidders and the County have agreed to a resolution. If, after repeated efforts, bidders are unable to correct all defects and deficiencies so as to meet all performance goals as described in the Statement of Work the County shall be entitled to recover actual damages. Additionally, failure to correct a defect or deficiency or to reach a negotiated settlement within 30 days of the scheduled correction date may provide grounds to remove bidders from the pool of pre-qualified bidders.

2.20 CONTACT PERSON(S)

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact Beth Goldsmith via email at bgoldsm@miamidade.gov with a copy to the Clerk of the Board at clerk_BCC@miamidade.gov. Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to all pre-qualified Bidders as needed.

2.21 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.

Bidders 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. Bidders 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. Bidders must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidders participation in this joint purchase portion of the UAP, however, is voluntary. Bidders shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

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

2.22 PROJECT AWARD NOTICE AND COMPLETION OF WORK

Project awards will be communicated to successful Bidders by means of a County contract release PO, as outlined in Section 2.6. Time for project completion may be considered a factor in determining the Bidder to whom award will be made, or it may be a requirement. The completion date and associated parameters will be specified in the individual RFQ or RFR.

All work shall be performed in accordance with the scope of work outlined in the individual RFQ or RFR. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of Awarded Bidder. In these cases, the Awarded Bidder shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County

Should the Bidder(s) to whom the work order(s) is awarded fail to complete the work within the number of days as stated in its offer, or the "not-to-exceed" timeframe cited in the individual solicitations, it is hereby agreed and understood that the County reserves the authority to cancel the order with Awarded Bidders and to secure the services of another Bidder to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing Bidders for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from Bidders, through an invoice or credit memo, for any additional costs over and beyond the original contracted price which were incurred by the County as a result of having to secure the services of another Bidder. If the incumbent Bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.23 PERFORMANCE QUALIFICATIONS

The County reserves the right to investigate or inspect at any time whether the services, or qualifications offered by Bidders meet the Contract requirements. In addition, the County reserves the right, before awarding the Contract, to require Bidders to submit such evidence of its qualifications and the qualifications of its sub-contractor(s) as it may deem necessary. Bidders shall at all times during the Contract term remain responsive and responsible. Bidders must be prepared, if requested by the County, to present evidence of, including but not limited to the following; experience, ability, and financial standing. If the County determines that the conditions of the solicitation documents are not complied with, or that the service proposed to be furnished does not meet the specified requirements, or that the

SECTION 2
SPECIAL CONDITIONS

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the County may reject the response or terminate the Contract. Bidders may be disqualified from receiving awards if Bidders, or anyone in Bidders' employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the County to make an investigation either before or after award of the Contract, but should the County elect to do so, Bidders are not relieved from fulfilling all Contract requirements.

Offers will be considered only from firms which are regularly engaged in the business of providing and/or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Bidders must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the Bidders intend to sub-contract any part of work to another vendor, or will obtain the goods specifically offered under this Contract from another source of supply; the Bidders may be required to verify the competency of the sub-contractor or supplier.

2.24 ADDITION OF CONTRACTORS DURING CONTRACT PERIOD

The County reserves the right add additional Bidders during the life of this Contract.

2.25 PERFORMANCE PERIOD AND ACCEPTANCE

What constitutes acceptable performance in relation to a project shall be defined by the County as part of the RFQ or RFR process, which shall be developed in relation to the same project.

If a malfunction, defect or deficiency occurs, Bidders will evaluate the cause and remedy the problem. Bidders shall inform the County through a certified checklist, approved by the County, of the successful completion of the project and inquire if there are any additional problems. (Any additional problems shall be resolved to the satisfaction of both the County and the Awarded Bidder before the system is deemed "accepted.") If there are no problems, the work shall be deemed "accepted" by both the County and the Awarded Bidder, and the Bidder shall submit his invoice to the County. If successful performance cannot be accomplished within thirty (30) consecutive calendar days after completion of the project, the County reserves the right to find the Awarded Bidder in default. If the vendor is found in default, he shall remove his equipment at no cost to the County, the performance bond (if any) shall be forfeited, and the cost of re-procurement assessed.

2.26 CONTRACTUAL PERSONNEL

All Bidders' personnel shall be considered to be, at all times, employees of the Bidder. The County may require Bidders to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The Bidders alone shall be responsible for their employees' compensation and benefits of any kind, including but not limited to, federal, state and local withholding taxes, FICA, MICA and any and all other applicable taxes. The

SECTION 2
SPECIAL CONDITIONS

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

County reserves the right to approve or disapprove any changes in vendor's personnel during performance under this Contract.

Bidders' personnel shall observe and comply with County procedures and, if required by the County, shall wear identification provided by the County.

2.27 SUBCONTRACTING

In the event that Bidders will sub-contract all or part of the work to another Party, Bidders may be required to verify the competency of the subcontractor. Additionally, with respect to critical issues, the County may require occasionally that the software copyright holder be subcontracted to provide on-site support. Therefore, the County reserves the right, before awarding this contract, or any projects under this contract, to require Bidders to submit such evidence of subcontractor(s), as it may deem necessary.

2.28 PERMITS AND LICENSES: INTENTIONALLY OMMITTED

2.29 HARDWARE AND SOFTWARE PURCHASES

This contract is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consultant Services solution and shall not be use to by users to solicit these commodities.

Notwithstanding this general prohibition, in the event that Bidders provide hardware or COTS software to the County in the performance of a consultant service, terms and conditions addressing such items are included in this contract. These provisions should not be construed by any party as authority to purchase hardware or COTS software from this Contract, independent of a larger IT Consulting Services solution.

2.30 ANCILLARY SERVICES AND EQUIPMENT

Ancillary software licenses, services and/or equipment, that are not specified in the applicable RFQ scope but are required to provide the services described shall be allowed when purchased in conjunction with such acquisition. Such services and/or equipment shall be priced separately from the rest of the items. At its option, the County may require proof of cost from Bidders. The County also reserves the right, at its option, to procure such items directly through alternate contract sources.

2.31 SOFTWARE LICENSES

In some cases it may be necessary for Bidders to grant the County a non-exclusive/non-transferable license to use software, which shall be related to the services being procured under this contract, and be a part of a specific project scope. Title to the software shall remain with the titleholder. However, in such cases, this requirement shall be identified in the RFQ document.

SECTION 2
SPECIAL CONDITIONS

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

With respect to software licenses, the County also reserves the right to negotiate the terms of such licenses directly with the copyright holder, even if the Awarded Bidder is acquiring those licenses for the County as part of the project being awarded.

2.31 COPYRIGHT HOLDER SERVICES

The County at its sole discretion will have the ability to contract directly with the software copyright holder, or through authorized resellers that may be part of the member pool, to obtain services using copyright holder resources in cases where it is imperative that this takes place due to technical problems or other issues. In such cases, at the County's prerogative, the normal solicitation process associated with this pool may be waived.

2.32 SOFTWARE RECONFIGURATION SERVICES

During the warranty and follow-up maintenance periods when additional features necessitate reprogramming, the vendor shall provide this service within 15 working days of request. The County reserves the right to award such reconfiguration services following the RFQ process, or by negotiating the price with the installer.

2.33 ESCORT AT AIRCRAFT OPERATING AREA

When performing work at the County's Aviation Department, Bidders shall report to the Aviation Department's Maintenance Division Building No. 3025 and be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the Bidder's equipment at each location. Upon completion of the work, Bidders shall call the Maintenance Office, 876-7311, to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by Bidders may result in immediate cancellation of this Contract.

2.34 CHANGE ORDERS

The County may require changes to the scope of awarded projects. In such cases, the County will adhere to the following process:

- A. County will contact the vendor that was initially awarded the project, and negotiate an amendment to the existing RFQ scope, which shall be effective only when the associated project PO is modified, or supplemented by a new project PO, to reflect such amendment.
- B. If the County and the vendor cannot finalize an amendment, the County may terminate the project, as previously defined, for convenience, and compensate bidders pursuant to Section 2.22. Thereafter, the County may generate a new RFQ for the project as modified.

SECTION 2
SPECIAL CONDITIONS

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

2.35 NON-EXCLUSIVITY

It is hereby agreed and understood that this Agreement does not constitute an exclusive right of Bidders meeting minimum qualifications to receive any or all orders that may be generated by the County in conjunction with this Agreement, that additional pre-qualified vendors may be added during the term of this Agreement as deemed necessary to meet the County's requirements, and that the County may procure the goods and services sold under this Agreement utilizing other procurement instruments.

2.36 PROPRIETARY RIGHTS

Bidders hereby acknowledges and agrees that the County retains all rights, title and interests in and to all data, documentation, computer programs, data compilations or other software, third-party software agreements, or data related to the design or operation of any information technology system or service and copies thereof furnished by the County hereunder, or created as a result of the work completed under this Agreement that the Bidders perform, including all copyright and other proprietary rights therein, which the Bidders, as well as the employees, agents, subcontractors and suppliers may use only in connection to the performance of work under this Agreement. Bidders shall not, without prior written consent of the County use such materials on any other project in which the Bidders or their employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by Bidders to meet official regulatory requirements or for other purposes in connection with the performance under this agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications, computer programs, data compilations or other software of data related to the design or operation of any information technology system or service and other documentation related thereto developed by Bidders, their contractual personnel and subcontractors specifically for the County, hereinafter referred to as the "Developed Works" shall become the property of the County.

All patents, copyrights, trade secrets and other proprietary rights to such Developed Works shall become the property of the County. Accordingly, neither the Bidders nor their employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Bidder or any employee, agent, subcontractor or supplier thereof, without prior written consent of the County, except as required for the Bidders' performance hereunder.

2.37 CONFIDENTIALITY

All Developed Works and other materials, data, third-party license agreements, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the work performed under this Contract, made or developed by Bidders or their subcontractors in the course of the performance of such work, or the results of such work, or which the County holds the proprietary rights, constitute confidential information and may not, without the prior written consent of the County, be

SECTION 2
SPECIAL CONDITIONS

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

used by the Bidders or their employees, agents or subcontractors for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither Bidders nor their employees, agents or subcontractors may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such confidential information without the prior written consent of the County. Additionally, Bidders expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

Bidders shall advise each of their contractual personnel, agents and subcontractors who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of confidential information by any of its employees, present or former. In addition, Bidders agree to cooperate fully and provide any assistance to ensure the confidentiality of confidential information.

It is understood and agreed that in the event of a breach of this clause damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the work to be performed hereunder, Bidders shall immediately turn over to the County all such confidential information existing in tangible form, including computerized forms, and no copies thereof shall be retained by Bidders or their employees, agents or subcontractors without prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Bidders shall accompany such materials.

2.38 ADMINISTRATIVE REPORTS

Consistent with the administrative needs of Miami-Dade County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, Bidders awarded this contract is to submit annual report(s) to Miami-Dade County as to the nature of the goods and/or services purchased from them by the County during the preceding twelve months.

The report(s) shall include, but not be limited to, the quantity, description, and unit price(s) of the goods and/or services.

The report(s) is to be submitted in an excel format (or similar acceptable format) to the Department of Procurement Management. Reports are to be submitted to the County Contact Person listed in Section 2.20 of the solicitation document. The County reserves the right to change the contact person throughout the term of the agreement. Any changes will be communicated in writing to all pre-qualified Bidders as needed.

The report(s) shall be submitted no later than thirty (30) calendar days after the last day of the year for contract period. Failure to submit such report(s) in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

SECTION 2
SPECIAL CONDITIONS

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

2.39 CLARIFICATIONS

Before award, the County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

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SECTION 3
TECHNICAL SPECIFICATION

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

3.1 SCOPE

The County seeks to establish a pre-qualified pool of vendors capable of providing a wide range of Information Technology (IT) Consultant Services. This contract will assist authorized County departments in the acquisition of timely, reliable, high quality IT Consultant Services to support the County's technology work environment. Services that may be performed under this contract include but are not limited to the following:

- Project management;
- Staff augmentation;
- System design;
- Multi-platform systems integration;
- Software programming, development and customization;
- Web development;
- Orientation and training;
- Data and media management;
- Network security, engineering, and technical support.

A Request for Quotation or Request for Resume process may be utilized by the County to obtain the required expertise needed as outlined in the scope of work requirements.

3.2 RESPONSE FORM

Bidders are to complete the Response Form in order to be considered responsive to this solicitation. The County will not evaluate bid submissions containing incomplete Response Forms.

3.3 PRICE SHEET

Bidders wishing to be pre-qualified for participation on this Contract are required to complete a Price Sheet (Section 4.4). At the Bidders' option, this information may also be submitted in an electronic format to the County along with the bid submission. Although this is not a mandatory requirement, it is highly desirable.

Bidders shall supply a list of Job Titles and Job Descriptions and associated Hourly Rates in which Bidders are capable of providing services. Job Descriptions should provide detailed information as to the skills and experience associated with each Job Title (where applicable) which Bidders wishes to compete. The pricing submitted will act as a Bid Ceiling Rate that may be further negotiated by the County during the RFQ/RFR process. The Bidders' Hourly Rate should be inclusive of all expenses relating to the consultant services being offered, including but not limited to travel and lodging, per diem, materials and/or equipment.

The Bidders' Hourly Rate provided during the RFQ/RFR process shall not exceed the Bid Ceiling Rate listed on the Price Sheet as established during Pre-Qualification. RFQ or RFR submission containing prices higher than the Bid Ceiling Rate will be considered non-responsive and will not be evaluated by the County

SECTION 4
BID SUBMITTAL FORM:

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

FIRM NAME: _____

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.
WEDNESDAY
JANUARY 27, 2010



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:
Beth Goldsmith

DPM
Technical Services
Division

Date Issued:
January 12, 2010

This Bid Submittal Consists of
Pages 22 through 30 and
Appendix A Pages 1 through 4

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. **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: 918-28, 918-29, 918-95

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE BIDDER PRICING DOCUMENT ON A CD or USB FLASH DRIVE.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 30 OF SECTION 4, BID SUBMITTAL FORM, MAY RENDER YOUR BID NON-RESPONSIVE**

**SECTION 4
BID SUBMITTAL FORM:**

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

FIRM NAME: _____

4.1 CONTACT INFORMATION

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

PRIMARY CONTACT (REQUIRED)	
Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
Pager Number (Optional):	
E-mail Address:	
SECONDARY CONTACT (OPTIONAL)	
Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
Pager Number (Optional):	
E-mail Address:	

SECTION 4
BID SUBMITTAL FORM:

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

FIRM NAME: _____

4.2 RESPONSE FORM

NOTE: This form must be completed by **each** Bidder to be deemed responsive.

A. Corporate Background

1. Executive Summary: Brief overview of your firm's capability, expertise, and market served.
2. Please provide a representative sample of the governmental entities for which you have performed services in the past.
3. Provide three customer references for work that has been completed within the past twelve (12) months that is specific to the type of work to be performed for the County.

Reference # 1 Company Name: _____
 Address: _____

 Contact Name: _____
 Telephone: _____ Years dealing with your firm: _____
 Estimated sales per year: _____

Reference # 2 Company Name: _____
 Address: _____

 Contact Name: _____
 Telephone: _____ Years dealing with your firm: _____
 Estimated sales per year: _____

SECTION 4
BID SUBMITTAL FORM:

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

FIRM NAME: _____

Reference # 3 Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____ Years dealing with your firm: _____

Estimated sales per year: _____

4.3 **VENDOR REGISTRATION**

As of June 1, 2008, the Miami-Dade County Department of Procurement Management implemented a new vendor registration process. All Bidders that have not registered with the County after this date, must complete a Vendor Registration Package in order to receive a contract award.

Bidders are requested to download the vendor registration application at http://www.miamidade.gov/dpm/vendor_registration.asp. Please complete the registration application and submit it with your bid response for processing.

Bidders that have already completed the registration process after June 1, 2008 are not required to complete a new package in order to be eligible to receive an award under this contract. Any questions related to the vendor registration process should be directed to the Vendor Assistance Unit at (305) 375-5773.

4.4 **PRICE LIST**

As part of the Bidders' submission package, the Microsoft Excel Sheet posted with this solicitation is to be completed and returned with all applicable documentation. Bidders shall provide a list of Job Titles and Job Descriptions which the Bidder is capable of providing services along with applicable pricing. The Hourly Rate shall be inclusive of all expenses relating to the consultant services being offered, including but not limited to travel and lodging, per diem, materials and/or equipment.

NOTE: The attached Price List must be completed by all Bidders, regardless of the number of Job Titles and Job Descriptions the Bidders are capable of providing. If Bidders wish to be pre-qualified in multiple Job Titles and Job Descriptions, Bidders must list all Job Titles and Job Descriptions in the Price List for which Bidders wish to be considered for future projects in order to establish a Bid Ceiling Rate. Bidders are to complete the Excel spreadsheet issued with this solicitation and return it completed with the positions and

**SECTION 4
BID SUBMITTAL FORM:**

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

FIRM NAME: _____

services offered with applicable pricing. All pricing is subject to further negotiation at the time the Request for Quote or Request for Resume is solicited with the detailed requirement for the work that is to be performed.

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**SECTION 4
BID SUBMITTAL FORM:**

**INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



**SECTION 4
BID SUBMITTAL FORM:**

INFORMATION TECHNOLOGY CONSULTANT SERVICES PRE-QUALIFICATION POOL

By signing this Bid Submittal Form Bidders certify that they 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, Bidders must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidders.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

Bidders 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 Bidders will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

COUNTY USER ACCESS PROGRAM (UAP):

Joint purchase and entity revenue sharing program

For the County's information, Bidders are 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 Bidders.

MIAMI-DADE COUNTY

BID NO.: 9241-0/15

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

Yes _____ No _____
and

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

Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION:

The responding Bidder hereby attests, **by checking one of the following blocks**, that it is , or is not , a local business. 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. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. / - / / / / /

Prompt Payment Terms: _____% _____ days net _____ days

MIAMI-DADE COUNTY

BID NO.: 9241-0/15

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDERS TO BE BOUND BY THE TERMS OF THE PROVIDED PROPOSAL. FAILURE TO SIGN THE SOLICITATION WHERE INDICATED BELOW 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 BIDDERS TO THE TERMS OF ITS OFFER.

Signature: _____
(Signature of Authorized Agent)

Print Name: _____ Title: _____

FAILURE TO SIGN THIS PAGE SHALL RENDER YOUR BID NON-RESPONSIVE



APPENDIX
AFFIDAVITS
FORMAL BIDS



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

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

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

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____	_____	_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

Notary Public Information

Notary Public -- State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

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

FORM 100

