

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 6543-1/18-1
 Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQET1700018
 TERM OF CONTRACT 2 YEAR(S) WITH 3 1 YEAR OTRs

Requisition /Project Title: Micrographic Services

Description: The purpose of this solicitation is to establish a contract with a primary and secondary bidder for Micrographic Services as identified by the Information Technology Department (ITD) on an as needed basis. The bidder(s) will receive electronic files through a File Transfer Protocol (FTP) transmittal and will convert the images to 16 millimeter (MM) microfilm, 105MM microfiche, and CD- ROM.

Issuing Department: ITD
 Contact Person: Juliana Manjarres
 Phone: 305-375-3065
 Estimate Cost: 373,200.00
 Funding Source: Internal Services Fund

ANALYSIS

Commodity Codes:	<u>91568</u>			
Contract/Project History of previous purchases three (3) years Check here <input checked="" 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:				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation: <u>See bid document</u>				
Signed: <u>Juliana Manjarres</u>			Date sent to SBD: <u>06/08/2017</u>	
			Date returned to ISD Procurement:	

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2.1 PURPOSE

The purpose of this solicitation is to establish a contract with a primary and secondary bidder for Micrographic Services as identified by the Information Technology Department (ITD) on an as needed basis. The bidder(s) will receive electronic files through a File Transfer Protocol (FTP) transmittal and will convert the images to 16 millimeter (MM) microfilm, 105MM microfiche, and CD-ROM.

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

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

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

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

2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: TWO 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, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW FOR 3 (THREE) ADDITIONAL ONE YEAR PERIOD (With Manufacturers Price Adjustment)

The initial contract prices resultant from this solicitation shall prevail for a two (2) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for three (3) additional one year period. Prior to exercising the Option to Renew period, the County will consider adjustment to micrographic services outlined in Section 4.1, based on changes in the Producer Price Index-Commodities, Not seasonally adjusted, Group: Data processing and related services, Item: Data management and storage, information transformation and other services.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The

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Vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder(s). This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

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

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD TO A PRIMARY AND SECONDARY LOWEST PRICED VENDORS IN THE AGGREGATE

Award of this contract will be made to primary and secondary responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the award will be made to primary and secondary bidder in the aggregate to assure availability, all awarded vendors have the responsibility to perform in accordance with the contract terms. The lowest priced bidder(s) in the aggregate shall be the primary bidder(s) and shall have the initial responsibility to perform under this contract. In the event the primary bidder defaults, the secondary bidder shall be responsible for performing the contractual obligations of this contract. Award to a primary and secondary bidder is made for the convenience of the County and does not exempt any awarded bidder(s) from fulfilling contractual obligations. Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the bidder(s) re-procurement costs, if applicable.

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

2.7 PRICES

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from this contract's effective date.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMMITTED

2.9 EQUAL PRODUCT: INTENTIONALLY OMMITTED

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMMITTED

2.11 INDEMNIFICATION AND INSURANCE: INTENTIONALLY OMMITTED

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2.12 BID GUARANTY: INTENTIONALLY OMMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMMITTED

2.14 CERTIFICATIONS – INTENTIONALLY OMMITTED

2.15 METHOD OF PAYMENT: MONTHLY INVOICES

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the following basic information:

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

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidder(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the specified user department's site.

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2.17 DELIVERY REQUIREMENTS

- A. Deliveries shall be made in accordance with the turn-around expected time (Table 1) for each job regardless of the carrier or method used at no additional cost to the County.
- B. The bidder(s) shall provide individual control forms for each application processed. Control forms shall accompany product deliveries. At a minimum, the control forms shall detail the number of frames-masters-duplicates, date of work and cross reference data to validate billing.
- C. All deliveries shall be packaged in acid-free sleeves and sealed flap envelopes/boxes. The packages shall be labeled referencing distribution points and any information specified by the County. The end product package label shall be computer generated and at a minimum, shall be labeled with the following information: report/job name, creation date, end user name, department, location address, vendor application code and vendor cross reference billing number.
- D. The County will instruct the bidder(s) the appropriate method of delivery for the 16MM and CDs as specified in this Article 2.17, "Delivery Requirements." Deliveries shall be either to ITD or its customers located in Miami-Dade County. After deliveries of 16MM products to ITD clients, the bidder(s) shall forward to ITD a copy of signed delivery ticket. The signed delivery ticket shall be held and filed by the vendor(s) for a period of no less than a year.

After delivery of the 105MM duplicates to ITD, The bidder(s) shall keep the master (original) films and fiches and ship them on a monthly basis (every month) to ITD. Delivery of master must be separate from delivery of duplicate.

- E. The County requires various turn-around schedules for different applications. The distribution requirements, based on the Total Volume (TV) per year, are detailed below. The frequency could refer to one or more jobs associated with the specific turn-around.

Table 1

PERCENTAGE OF TOTAL VOLUME	FREQUENCY	TURN-AROUND (HOURS)
16MM		
50%	Monthly	48
50%	Yearly	48
105MM		
80%	Weekly	36
	Twice/Month	
	Monthly	
15%	Daily	36
	By Request	
5%	Annually	80
	Quarterly	
CD-ROM		
50%	Monthly	48
50%	Yearly	48

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMMITTED

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2.19 CONTACT PERSONS:

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

2.21 USER ACCESS PROGRAM:**User Access Fee**

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

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

Joint Purchase

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

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

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

Bidder(s) Compliance

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

2.21 WORK ACCEPTANCE:

All services performed will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions as specified in Section 3.

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2.22 PRODUCT QUALITY EVALUATION:

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During the bid evaluation process, the County shall have the right to request and obtain, at no cost to the County, representative samples of the bidder(s) micrographic service products. The County shall evaluate the samples as to overall quality of the products, consistent with these specifications.

The County shall be solely responsible for determining if the quality of the bidder(s) products meets its requirements.

2.23 MANNER OF PERFORMANCE:

The bidder(s) shall provide the County with Micrographic Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Micrographic Services described herein and to full and prompt cooperation by the bidder(s) in all aspects of the Micrographic Services.

The bidder(s) agrees that at all times it will employ, maintain and assign to the performance of the Micrographic Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The bidder(s) agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The bidder(s) warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and certifications as necessary to perform the Micrographic Services described herein, in a competent and professional manner.

The bidder(s) shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Micrographic Services.

The bidder(s) agrees that is responsible to maintain all raw data for 90 days and any unprocessed raw data until the processing is completed. In case of default where the bidder(s) is unable to fulfill the contract requirements the bidder(s) shall be able to transmit all the files in his custody to any vendor chosen by the County within 30 days of notification.

2.24 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 bidder(s) 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 used by the Bidder(s) 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 bidder(s) 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, bidder(s) 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.

Bidder(s) 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, bidder(s) agree to cooperate fully and provide any assistance to ensure the confidentiality of confidential information.

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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, Bidder(s) 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 bidder(s) 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 bidder(s) shall accompany such materials.

2.25 ADMINISTRATIVE REPORTS:

The bidder(s) shall submit monthly reports to the County detailing Micrographic Services with each delivery. 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.

The administrative report(s) shall include the following information:

- A. Bidder(s) shall be required to provide monthly billing/management reports detailing all previous month's activity with individual frame counts and master/duplicate counts if appropriate, by end user designation and cost per end user.
- B. Bidder(s) shall provide all monthly billing reports on hard copy as well as electronically or on magnetic media suitable for uploading to mainframe accounting package (CIMS) and a personal computer utilizing applications such as EXCEL.

2.26 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR:

The bidder(s) shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within forty-eight hours after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder(s) by the County's project administrator, who may confirm all such verbal reports in writing. The bidder(s) shall bear all costs of correcting such rejected work. If the bidder(s) fails to correct the work within the period specified, the County may, at its discretion, notify the bidder(s), in writing, that the bidder(s) is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the bidder(s) fails to correct the work within the period specified in the notice, the County shall place the bidder(s) in default, obtain the services of another bidder(s) to correct the deficiencies, and charge the incumbent bidder(s) for these costs; either through a deduction from the final payment owed to the bidder(s) or through invoicing. If the bidder(s) fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.27 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder(s) to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract bidder(s) based on the lowest price quoted, or to acquire the items through a separate solicitation.

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2.28 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services specified herein from the bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

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SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

3.1 OBJECTIVE

The objective of this solicitation is to establish a contract with a primary and secondary vendor to provide Micrographic Services as described herein, to meet the needs identified by ITD on an as needed basis. The bidder(s) will receive electronic files through a File Transfer Protocol (FTP) transmittal 24 X 7 X 365. Bidder(s) will convert the images to 16 millimeter (MM) microfilm, 105MM microfiche and CD-ROM.

During the bid evaluation process, the County reserves the right to request and obtain, at no cost to the County, representative samples of the bidder(s) micrographic service products. The County shall evaluate the samples as to overall quality of the products, consistent with these specification stated in this Section 3.0

3.2 SERVICES REQUIREMENTS:

The bidder(s) must;

- Have the capacity to electronically receive multiple large FTP files using standard protocols such as TCP/IP and process reports with programmed report formats under QSTAX or compatible software.
- Have the hardware, software, staffing and resources with capacity to handle file transmissions on a 7x24x365.
- Have the capacity to deliver the job within the turn-around time specified on Table 1 Section 2.17

3.3 CURRENT HARDWARE & SOFTWARE USED BY THE COUNTY TO TRANSMIT RECORDS

List below is the operating system, connectivity and software currently used by the County. The bidder(s) report processing operations must have hardware and software compatible with the devices listed below and will need to process information and data transmitted through these devices;

3.3.1 Operating System

- IBM Z/OS Operating System Version 2.2

3.3.2 Connectivity

- FTP Connectivity

3.3.3 Software

- Connectivity QSTAX Software Version 4 Release 1.0 (TST.QSTAX.LOADLIB.APF)

3.4 MICROGRAPHIC SERVICES TO BE PROVIDED:

The bidder(s) must have the ability to generate 16mm microfilm, 105mm microfiche and CD-ROM, masters and duplicates, from online electronic transmission utilizing Transmission Control Protocol/Internet Protocol (TCP/IP) and FTP.

The bidder(s) will be responsible for all 16mm and 105mm job setup, testing and maintenance from conversion through contract end. The bidder(s) will be required to analyze each job and make recommendations where appropriate on titling, indexing and overall improvements to better serve the County's customer base by improving retrieval time and methods, and reduce storage requirements.

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MICROGRAPHIC SERVICES

3.4.1 MEDIA REQUIREMENTS:

Masters is the original copy made from County's transmission and duplicates are copies made from the master copy.

- Masters shall be Silver Halide film
- Duplicates shall be Diazo film
- Media shall conform to the ANSI/AIIM 50 year life expectancy: standard,
 - a) ANSI (AMERICAN NATIONAL STANDARD INSTITUTE);
 - b) AIIM (ASSOCIATION FOR INFORMATION & Image Management)

3.4.2 16 MILLIMETER (MM) MICROFILM:

- The bidder(s) shall provide all 24X 16MM end products on open spool reels. The reels must be contained in ANSI magazine holders or 16MM acid free boxes. Master must be sealed in 16MM acid free boxes and must be labeled "Masters" on the box.
- The bidder(s) shall provide the 16MM end product with the following indices per reel: job titling to include Data Set Name, Report Title, segment number and bidder(s) application number. Data page level indices to be spliced to the front of the originals prior to duplication; this will provide the County with specified index information and frame location.
- The computer generated label on each magazine holder or 16MM acid free box shall indicate: DATA SET NAME, report title, data date(s), FRM/TO data index per reel, reel sequence (ex. 1 or 3); and bidder(s) application code if any.
- Each magazine holder and 16MM acid free box shall be packaged in an appropriate flap envelope or box with distribution labels.

*The County reserves the right to specify and approve all indices and titles
both 16MM and 105MM products.*

3.4.3 105MM MICROFICHE:

- Microfiche will have titling information and indices at the top of the page in the middle and data page level indices in the lower right hand corner that will provide MDC customer base, specified index information and frame location.
- The bidder(s) will be expected to provide an indexing option to facilitate retrieval of information.
- The bidder(s) shall provide all work on 48X fiche, 105MM Microfiche end products are to be delivered as specified in Article 2.17, "Delivery Requirements."

*The County reserves the right to specify and approve all indices and titles
both 16MM and 105MM products.*

3.4.4 CD-ROM:

- The bidder(s) shall provide the software that allows the customers to view and access their reports using multiple keys, this software is part of each CD produced. The initial setup,

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TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

including report definitions testing, and customer training utilizing the new software product shall be provided by the bidder(s) at no cost to the County.

- The bidder(s) shall be responsible for all 16MM and 105MM job setup, testing and maintenance from conversion through contract end. The bidder(s) shall analyze each job and make recommendations where appropriate on tilting, indexing and overall improvements to better serve the County's customer base by improving retrieval time and methods, and reduce storage requirements.

3.5 ONLINE ELECTRONIC TRANSMISSION SET-UP REQUIREMENTS:

- All costs related to online electronic transmission are the responsibility of the bidder(s) including initial set-up and re-occurring monthly charges.
- The bidder(s) shall be able to receive multiple large FTP's using standard protocols such as Transmission Control Protocol/Internet Protocol (TCP/IP) and FTP and process reports with pre-existing report formats under QSTAX software or equivalent software which must be provided by the bidder(s) at no cost to the County.
- The bidder(s) shall be responsible for any conversion efforts that might become necessary should the bidder(s) require or provide a different creation method than the one used today. The County reserves the right to request a conversion outline from the bidder(s) before awarding a contract. This outline should provide a general description of the path the bidder(s) intends to take to effect a smooth conversion from the current environment.
- The bidder(s) must submit a written conversion plan within 20 days after award. Total conversion must be accomplished within 90 days after award. The frequency of the various reports varies. While many reports run on a daily basis, others run quarterly or yearly. The conversion effort must address the issues of more immediate impact first, so as to minimize disruptions to our delivery schedules.
- The bidder(s) must provide on-site technical support as needed for the conversion effort. This team shall have complete knowledge in the relevant conversion areas. The County will extend its cooperation, by providing the bidder(s) staff with an adequate working environment and making its own staff available as reasonably required to achieve a transition. All costs associated with possible conversions (not including the use of County office and personnel resources as described above) shall be borne by the bidder(s).
- The bidder(s) shall provide a method of reporting job history, current job status and individual job statistic. If such method requires training to County employees, contractor must provide training remotely at no additional cost to the County.

3.6 OTHER SERVICES:

As part of the micrographic services provided, the bidder(s) may be required to do the following:

- The bidder(s) may be required to remotely attend meetings of County users/customers in order to review user/customers report use and indexing requirements and to explain and demonstrate improvement options.
- The bidder(s) will be required to store 16MM and 105MM masters for a period of 14 days after creation to respond to any additional copy requests from ITD's customer base.
- Provide programming and development support for all new film and fiche applications as may be required by the County. This programming and development may, require changes to

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MICROGRAPHIC SERVICES

existing film and fiche formats, special forms overlay, and the creation of new forms overlay.

- The bidder(s) shall keep in storage all electronically transmitted files for a minimum of ninety (90) days to facilitate reproductions as needed.

SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

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**SECTION 4
BID SUBMITTAL FORM**

MICROGRAPHIC SERVICES

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.



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: Leida Altman Carrillo **Purchasing Division** **Date Issued:** **This Bid Submittal Consists of Pages 18 through 22**

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	915-68
Procurement Contracting Officer 1	Leida Altman Carrillo

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 22 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

**BID SUBMITTAL FOR:
MICROGRAPHIC SERVICES**

FIRM NAME: _____

4.1 PRICE

Pricing for Micrographic Services shall be provided for the services outlined in Section 3. Please use the table provided below to enter the price for Micrographic Services. The initial contract prices shall prevail for a three (3) year(s) period from the contract's initial effective date.

INITIAL THREE YEAR TERM MICROGRAPHIC SERVICES				
ITEM	Description	One-Year Production Estimates	Unit Price	Estimated Three Year Price
1	16 millimeter (MM) Microfilm 24X Originals	768,000	\$	\$
2	16 MM Microfilm 24X Duplicates	1,608,000	\$	\$
3	105 MM Microfiche 48X Originals	80,000	\$	\$
4	105 MM Microfiche 48X Duplicates	250,000	\$	\$
5	CD-ROM Original Pages	12,000,000	\$	\$
6	CD-ROM Duplicate Pages	21,900,000	\$	\$
TOTAL COST FOR ALL MICROGRAPHIC SERVICES IN THE AGGREGATE:				\$

NOTE: Above quantities represent 1 year production estimates, for evaluation purposes only.

SECTION 4
BID SUBMITTAL FOR:

MICROGRAPHIC SERVICES

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:** _____

PRINT NAME: _____ **TITLE OF OFFICER:** _____

**Bid Title: MICROGRAPHIC SERVICES**

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder(s) must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder(s).** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder(s) is not a responsible contractor.

The Bidder(s) confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder(s) 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(s) has such conviction to disclose to comply with this requirement.

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

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

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

Place a check mark here only if affirming bidder(s) is a Local Certified Service-Disabled Veteran

Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder(s) is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder(s) expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder(s).

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

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

Prompt Payment Terms: _____ % _____ days net _____ days

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

Signature: _____

(Signature of authorized agent)

Print Name: _____ Title: _____

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

SECTION 2
SPECIAL CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract with a primary and secondary bidder for Micrographic Services as identified by the Information Technology Department (ITD) on an as needed basis. The bidder(s) will receive electronic files through a File Transfer Protocol (FTP) transmittal and will convert the images to 16 millimeter (MM) microfilm, 105MM microfiche, and CD-ROM.

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

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

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

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

2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED**2.4 TERM OF CONTRACT: TWO 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, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW FOR 3 (THREE) ADDITIONAL ONE YEAR PERIOD (With Manufacturers Price Adjustment)

The initial contract prices resultant from this solicitation shall prevail for a two (2) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for three (3) additional one year period. Prior to exercising the Option to Renew period, the County will consider adjustment to micrographic services outlined in Section 4.1, based on changes in the Producer Price Index-Commodities, Not seasonally adjusted, Group: Data processing and related services, Item: Data management and storage, information transformation and other services.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The

SECTION 2
SPECIAL CONDITIONS

Vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder(s). This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

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

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD TO A PRIMARY AND SECONDARY LOWEST PRICED VENDORS IN THE AGGREGATE

Award of this contract will be made to primary and secondary responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the award will be made to primary and secondary bidder in the aggregate to assure availability, all awarded vendors have the responsibility to perform in accordance with the contract terms. The lowest priced bidder(s) in the aggregate shall be the primary bidder(s) and shall have the initial responsibility to perform under this contract. In the event the primary bidder defaults, the secondary bidder shall be responsible for performing the contractual obligations of this contract. Award to a primary and secondary bidder is made for the convenience of the County and does not exempt any awarded bidder(s) from fulfilling contractual obligations. Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the bidder(s) re-procurement costs, if applicable.

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

2.7 PRICES

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from this contract's effective date.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMMITTED

2.9 EQUAL PRODUCT: INTENTIONALLY OMMITTED

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMMITTED

2.11 INDEMNIFICATION AND INSURANCE: INTENTIONALLY OMMITTED

SECTION 2
SPECIAL CONDITIONS

2.12 BID GUARANTY: INTENTIONALLY OMMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMMITTED

2.14 CERTIFICATIONS – INTENTIONALLY OMMITTED

2.15 METHOD OF PAYMENT: MONTHLY INVOICES

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the following basic information:

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

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidder(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the specified user department's site.

**SECTION 2
SPECIAL CONDITIONS**

2.17 DELIVERY REQUIREMENTS

- A. Deliveries shall be made in accordance with the turn-around expected time (Table 1) for each job regardless of the carrier or method used at no additional cost to the County.
- B. The bidder(s) shall provide individual control forms for each application processed. Control forms shall accompany product deliveries. At a minimum, the control forms shall detail the number of frames-masters-duplicates, date of work and cross reference data to validate billing.
- C. All deliveries shall be packaged in acid-free sleeves and sealed flap envelopes/boxes. The packages shall be labeled referencing distribution points and any information specified by the County. The end product package label shall be computer generated and at a minimum, shall be labeled with the following information: report/job name, creation date, end user name, department, location address, vendor application code and vendor cross reference billing number.
- D. The County will instruct the bidder(s) the appropriate method of delivery for the 16MM and CDs as specified in this Article 2.17, "Delivery Requirements." Deliveries shall be either to ITD or its customers located in Miami-Dade County. After deliveries of 16MM products to ITD clients, the bidder(s) shall forward to ITD a copy of signed delivery ticket. The signed delivery ticket shall be held and filed by the vendor(s) for a period of no less than a year.

After delivery of the 105MM duplicates to ITD, The bidder(s) shall keep the master (original) films and fiches and ship them on a monthly basis (every month) to ITD. Delivery of master must be separate from delivery of duplicate.

- E. The County requires various turn-around schedules for different applications. The distribution requirements, based on the Total Volume (TV) per year, are detailed below. The frequency could refer to one or more jobs associated with the specific turn-around.

Table 1

PERCENTAGE OF TOTAL VOLUME	FREQUENCY	TURN-AROUND (HOURS)
16MM		
50%	Monthly	48
50%	Yearly	48
105MM		
80%	Weekly	36
	Twice/Month	
	Monthly	
15%	Daily	36
	By Request	
5%	Annually	80
	Quarterly	
CD-ROM		
50%	Monthly	48
50%	Yearly	48

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMMITTED

SECTION 2
SPECIAL CONDITIONS

2.19 CONTACT PERSONS:

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

2.21 USER ACCESS PROGRAM:

User Access Fee

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

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

Joint Purchase

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

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

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

Bidder(s) Compliance

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

2.21 WORK ACCEPTANCE:

All services performed will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions as specified in Section 3.

SECTION 2
SPECIAL CONDITIONS

2.22 PRODUCT QUALITY EVALUATION:

SECTION 2
SPECIAL CONDITIONS

During the bid evaluation process, the County shall have the right to request and obtain, at no cost to the County, representative samples of the bidder(s) micrographic service products. The County shall evaluate the samples as to overall quality of the products, consistent with these specifications.

The County shall be solely responsible for determining if the quality of the bidder(s) products meets its requirements.

2.23 MANNER OF PERFORMANCE:

The bidder(s) shall provide the County with Micrographic Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Micrographic Services described herein and to full and prompt cooperation by the bidder(s) in all aspects of the Micrographic Services.

The bidder(s) agrees that at all times it will employ, maintain and assign to the performance of the Micrographic Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The bidder(s) agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The bidder(s) warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and certifications as necessary to perform the Micrographic Services described herein, in a competent and professional manner.

The bidder(s) shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Micrographic Services.

The bidder(s) agrees that is responsible to maintain all raw data for 90 days and any unprocessed raw data until the processing is completed. In case of default where the bidder(s) is unable to fulfill the contract requirements the bidder(s) shall be able to transmit all the files in his custody to any vendor chosen by the County within 30 days of notification.

2.24 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 bidder(s) 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 used by the Bidder(s) 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 bidder(s) 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, bidder(s) 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.

Bidder(s) 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, bidder(s) agree to cooperate fully and provide any assistance to ensure the confidentiality of confidential information.

SECTION 2
SPECIAL CONDITIONS

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, Bidder(s) 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 bidder(s) 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 bidder(s) shall accompany such materials.

2.25 ADMINISTRATIVE REPORTS:

The bidder(s) shall submit monthly reports to the County detailing Micrographic Services with each delivery. 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.

The administrative report(s) shall include the following information:

- A. Bidder(s) shall be required to provide monthly billing/management reports detailing all previous month's activity with individual frame counts and master/duplicate counts if appropriate, by end user designation and cost per end user.
- B. Bidder(s) shall provide all monthly billing reports on hard copy as well as electronically or on magnetic media suitable for uploading to mainframe accounting package (CIMS) and a personal computer utilizing applications such as EXCEL.

2.26 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR:

The bidder(s) shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within forty-eight hours after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder(s) by the County's project administrator, who may confirm all such verbal reports in writing. The bidder(s) shall bear all costs of correcting such rejected work. If the bidder(s) fails to correct the work within the period specified, the County may, at its discretion, notify the bidder(s), in writing, that the bidder(s) is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the bidder(s) fails to correct the work within the period specified in the notice, the County shall place the bidder(s) in default, obtain the services of another bidder(s) to correct the deficiencies, and charge the incumbent bidder(s) for these costs; either through a deduction from the final payment owed to the bidder(s) or through invoicing. If the bidder(s) fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.27 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary bidder(s) to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract bidder(s) based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 2
SPECIAL CONDITIONS

2.28 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services specified herein from the bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

SECTION 2
SPECIAL CONDITIONS

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SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

3.1 OBJECTIVE

The objective of this solicitation is to establish a contract with a primary and secondary vendor to provide Micrographic Services as described herein, to meet the needs identified by ITD on an as needed basis. The bidder(s) will receive electronic files through a File Transfer Protocol (FTP) transmittal 24 X 7 X 365. Bidder(s) will convert the images to 16 millimeter (MM) microfilm, 105MM microfiche and CD-ROM.

During the bid evaluation process, the County reserves the right to request and obtain, at no cost to the County, representative samples of the bidder(s) micrographic service products. The County shall evaluate the samples as to overall quality of the products, consistent with these specification stated in this Section 3.0

3.2 SERVICES REQUIREMENTS:

The bidder(s) must;

- Have the capacity to electronically receive multiple large FTP files using standard protocols such as TCP/IP and process reports with programmed report formats under QSTAX or compatible software.
- Have the hardware, software, staffing and resources with capacity to handle file transmissions on a 7x24x365.
- Have the capacity to deliver the job within the turn-around time specified on Table 1 Section 2.17

3.3 CURRENT HARDWARE & SOFTWARE USED BY THE COUNTY TO TRANSMIT RECORDS

List below is the operating system, connectivity and software currently used by the County. The bidder(s) report processing operations must have hardware and software compatible with the devices listed below and will need to process information and data transmitted through these devices;

3.3.1 Operating System

- IBM Z/OS Operating System Version 2.2

3.3.2 Connectivity

- FTP Connectivity

3.3.3 Software

- Connectivity QSTAX Software Version 4 Release 1.0 (TST.QSTAX.LOADLIB.APF)

3.4 MICROGRAPHIC SERVICES TO BE PROVIDED:

The bidder(s) must have the ability to generate 16mm microfilm, 105mm microfiche and CD-ROM, masters and duplicates, from online electronic transmission utilizing Transmission Control Protocol/Internet Protocol (TCP/IP) and FTP.

The bidder(s) will be responsible for all 16mm and 105mm job setup, testing and maintenance from conversion through contract end. The bidder(s) will be required to analyze each job and make recommendations where appropriate on titling, indexing and overall improvements to better serve the County's customer base by improving retrieval time and methods, and reduce storage requirements.

SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

3.4.1 MEDIA REQUIREMENTS:

Masters is the original copy made from County's transmission and duplicates are copies made from the master copy.

- Masters shall be Silver Halide film
- Duplicates shall be Diazo film
- Media shall conform to the ANSI/AIIM 50 year life expectancy: standard,
 - a) ANSI (AMERICAN NATIONAL STANDARD INSTITUTE);
 - b) AIIM (ASSOCIATION FOR INFORMATION & Image Management)

3.4.2 16 MILLIMETER (MM) MICROFILM:

- The bidder(s) shall provide all 24X 16MM end products on open spool reels. The reels must be contained in ANSI magazine holders or 16MM acid free boxes. Master must be sealed in 16MM acid free boxes and must be labeled "Masters" on the box.
- The bidder(s) shall provide the 16MM end product with the following indices per reel: job tilting to include Data Set Name, Report Title, segment number and bidder(s) application number. Data page level indices to be spliced to the front of the originals prior to duplication; this will provide the County with specified index information and frame location.
- The computer generated label on each magazine holder or 16MM acid free box shall indicate: DATA SET NAME, report title, data date(s), FRM/TO data index per reel, reel sequence (ex. 1 or 3); and bidder(s) application code if any.
- Each magazine holder and 16MM acid free box shall be packaged in an appropriate flap envelope or box with distribution labels.

*The County reserves the right to specify and approve all indices and titles
both 16MM and 105MM products.*

3.4.3 105MM MICROFICHE:

- Microfiche will have titling information and indices at the top of the page in the middle and data page level indices in the lower right hand corner that will provide MDC customer base, specified index information and frame location.
- The bidder(s) will be expected to provide an indexing option to facilitate retrieval of information.
- The bidder(s) shall provide all work on 48X fiche, 105MM Microfiche end products are to be delivered as specified in Article 2.17, "Delivery Requirements."

*The County reserves the right to specify and approve all indices and titles
both 16MM and 105MM products.*

3.4.4 CD-ROM:

- The bidder(s) shall provide the software that allows the customers to view and access their reports using multiple keys, this software is part of each CD produced. The initial setup,

SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

including report definitions testing, and customer training utilizing the new software product shall be provided by the bidder(s) at no cost to the County.

- The bidder(s) shall be responsible for all 16MM and 105MM job setup, testing and maintenance from conversion through contract end. The bidder(s) shall analyze each job and make recommendations where appropriate on tilting, indexing and overall improvements to better serve the County's customer base by improving retrieval time and methods, and reduce storage requirements.

3.5 ONLINE ELECTRONIC TRANSMISSION SET-UP REQUIREMENTS:

- All costs related to online electronic transmission are the responsibility of the bidder(s) including initial set-up and re-occurring monthly charges.
- The bidder(s) shall be able to receive multiple large FTP's using standard protocols such as Transmission Control Protocol/Internet Protocol (TCPIP) and FTP and process reports with pre-existing report formats under QSTAX software or equivalent software which must be provided by the bidder(s) at no cost to the County.
- The bidder(s) shall be responsible for any conversion efforts that might become necessary should the bidder(s) require or provide a different creation method than the one used today. The County reserves the right to request a conversion outline from the bidder(s) before awarding a contract. This outline should provide a general description of the path the bidder(s) intends to take to effect a smooth conversion from the current environment.
- The bidder(s) must submit a written conversion plan within 20 days after award. Total conversion must be accomplished within 90 days after award. The frequency of the various reports varies. While many reports run on a daily basis, others run quarterly or yearly. The conversion effort must address the issues of more immediate impact first, so as to minimize disruptions to our delivery schedules.
- The bidder(s) must provide on-site technical support as needed for the conversion effort. This team shall have complete knowledge in the relevant conversion areas. The County will extend its cooperation, by providing the bidder(s) staff with an adequate working environment and making its own staff available as reasonably required to achieve a transition. All costs associated with possible conversions (not including the use of County office and personnel resources as described above) shall be borne by the bidder(s).
- The bidder(s) shall provide a method of reporting job history, current job status and individual job statistic. If such method requires training to County employees, contractor must provide training remotely at no additional cost to the County.

3.6 OTHER SERVICES:

As part of the micrographic services provided, the bidder(s) may be required to do the following:

- The bidder(s) may be required to remotely attend meetings of County users/customers in order to review user/customers report use and indexing requirements and to explain and demonstrate improvement options.
- The bidder(s) will be required to store 16MM and 105MM masters for a period of 14 days after creation to respond to any additional copy requests from ITD's customer base.
- Provide programming and development support for all new film and fiche applications as may be required by the County. This programming and development may, require changes to

SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

existing film and fiche formats, special forms overlay, and the creation of new forms overlay.

- The bidder(s) shall keep in storage all electronically transmitted files for a minimum of ninety (90) days to facilitate reproductions as needed.

SECTION 3
TECHNICAL SPECIFICATION

MICROGRAPHIC SERVICES

THE BALANCE OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

**SECTION 4
BID SUBMITTAL FORM**

MICROGRAPHIC SERVICES

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.



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: Leida Altman Carrillo **Purchasing Division** **Date Issued:** **This Bid Submittal Consists of Pages 18 through 22**

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	915-68
Procurement Contracting Officer 1 Leida Altman Carrillo	

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 22 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

**BID SUBMITTAL FOR:
MICROGRAPHIC SERVICES**

FIRM NAME: _____

4.1 PRICE

Pricing for Micrographic Services shall be provided for the services outlined in Section 3. Please use the table provided below to enter the price for Micrographic Services. The initial contract prices shall prevail for a three (3) year(s) period from the contract's initial effective date.

INITIAL THREE YEAR TERM MICROGRAPHIC SERVICES				
ITEM	Description	One-Year Production Estimates	Unit Price	Extended Three Year Price
1	16 millimeter (MM) Microfilm 24X Originals	768,000	\$	\$
2	16 MM Microfilm 24X Duplicates	1,608,000	\$	\$
3	105 MM Microfiche 48X Originals	80,000	\$	\$
4	105 MM Microfiche 48X Duplicates	250,000	\$	\$
5	CD-ROM Original Pages	12,000,000	\$	\$
6	CD-ROM Duplicate Pages	21,900,000	\$	\$
TOTAL COST FOR ALL MICROGRAPHIC SERVICES IN THE AGGREGATE:				\$

NOTE: Above quantities represent 1 year production estimates, for evaluation purposes only.

SECTION 4
BID SUBMITTAL FOR:

MICROGRAPHIC SERVICES

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: _____

PRINT NAME: _____ TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: MICROGRAPHIC SERVICES

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder(s) must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder(s).** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder(s) is not a responsible contractor.

The Bidder(s) confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder(s) 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(s) has such conviction to disclose to comply with this requirement.

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

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

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

Place a check mark here only if affirming bidder(s) is a Local Certified Service-Disabled Veteran

Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder(s) is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder(s) expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder(s).

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

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

Prompt Payment Terms: _____ % _____ days net _____ days

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

Signature: _____

(Signature of authorized agent)

Print Name: _____ Title: _____

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



AFFIRMATION OF VENDOR AFFIDAVITS FORMAL BID

MIAMW>E

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 Vendor Registration Package including a Uniform Affidavit Pocket (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

Table with 2 columns listing various Miami-Dade County ordinances and sections of the County Code, such as 'Ownership Disclosure', 'Employment Disclosure', 'Business Ethics', etc.

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

by _____ He or she is personally known to me 0 or has produced identification 0
Type of identification produced _____

Signature Of Notary Public _____ Serial Number _____
Printer Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and proccdures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1,Paragraph 1.15

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

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
(Duplicate if additional space is needed)

Print Title

FORM 100

Date