

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No: IB8818-2/12-2
<input checked="" type="checkbox"/> Re-Bid	<input type="checkbox"/> Other	LIVING WAGE APPLIES: ____ YES __X__ NO				

Requisition/Project No: ROID1200132

TERM OF CONTRACT: 5 Years

Requisition/Project : Testing and Examination Services for Certification of Construction Trade Personnel

Description: The purpose of this solicitation is to establish a contract for the purchase of professional examination and testing services for the Miami Dade County's Regulatory and Economic Resources Department and the Department of Public Works and Waste Management, on an as needed basis.

User Department(s): PWWM & RER

Issuing Department: ISD-PM

Estimated Cost: \$ 450,000.00

Contact Person: Martha Perez-Garviso

Phone: 305-375-5375

Funding Source: General Fund / Proprietary Funds

ANALYSIS

Commodity/Service No: 924-20		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING		2ND YEAR	3RD YEAR
Contractor:	IB8805-2/12-2		
Small Business Enterprise:	N/A		
Contract Value:	\$109,700		
Comments:			
Continued on another page (s): ____ Yes __X__ No			

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: Martha Perez-Garviso

Date to: 9/6/2012

Date Returned to DPM: _____

RECEIVED
DEPT. BUSINESS DE
2012 SEP -7 PM 2:54



BID NO.: DRAFT

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Testing and Examination Services for Certification of Construction Trade Personnel

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

BID DEPOSIT AND PERFORMANCE BOND:
CATALOGUE AND LISTS:.....
CERTIFICATE OF COMPETENCY:..... See Section 2, Para. 2.14
EQUIPMENT LIST:
EXPEDITED PROCUREMENT PROGRAM (EPP): ...
INDEMNIFICATION/INSURANCE:
PRE-BID CONFERENCE/WALK-THRU:
SMALL BUSINESS ENTERPRISE MEASURE: See Section 2, Para. 2.2
SAMPLES/INFORMATION SHEETS:.....
MDPHA SECTION 3:
SITE VISIT/AFFIDAVIT:.....
USER ACCESS PROGRAM:..... See Section 2, Para. 2.21
WRITTEN WARRANTY:
LIVING WAGE:

FOR INFORMATION CONTACT:

Martha Perez-Garviso, 305-375-5375, mdperez@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Testing and Examination Services for Certification of Construction Trade Personnel

Procurement Officer: M. Perez-Garviso, CPPB

Bids will be accepted until 2:00 p.m. on , 2012

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

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

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

NOTICE TO ALL BIDDERS:

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

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

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

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

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 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

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. 1st 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 Internal Services Department, Procurement Management Division (ISD/PM), 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 ISD/PM 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 County 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(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM 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.

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C. PUBLIC ENTITY CRIMES

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 clerkbcc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division 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 ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

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

H. Prompt Payment Terms

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

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

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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.

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 ISD/PM 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 2012, 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

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expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

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

1.13. LAWS AND REGULATIONS

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

1.14. LICENSES, PERMITS AND FEES

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

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

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

SECTION 1

GENERAL TERMS AND CONDITIONS

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

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (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 OCITT

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

SECTION 2
SPECIAL CONDITIONS

Testing and Examination Services for Certification of Construction Trade Personnel

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of professional testing and examination services for certification of construction trade Personnel, for the Miami Dade County's Regulatory and Economic Resources Department and the Department of Public Works and Waste Management, on an as needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE

Small Business Contract Measures

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

If there is insufficient availability (less than three certified firms), a 10% (ten percent) bid preference shall apply for certified Micro bidders for awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises 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: SIXTY (60) MONTHS

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

2.5 OPTION TO RENEW

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

2.6 METHOD OF AWARD: TWO (2) VENDORS IN THE AGGREGATE:

Award of this contract will be made to a maximum of two (2) responsive, responsible Bidders that 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. If a vendor fails to submit an offer on all items, its overall offer will be rejected.

While the method of award prescribes the method for determining the lowest responsive, responsible Bidders, the County will award this contract to the designated lowest vendor as the primary Bidder and will award this contract to the designated second lowest Bidder as the secondary Bidder. If the County exercises this right, the primary Bidder shall have the responsibility to initially perform the service identified in this contract. If the primary Bidder fails to perform, it may be terminated for default, and the County shall have the option to seek the identified goods or services from the secondary vendor.

Award to multiple Bidders is made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations. Failure of any Bidder to perform as noted may result in the Bidder being deemed in breach of contract. The County may terminate the selected Bidder from the contract for default and charge the Bidder re-procurement costs, if applicable.

Qualification Criteria:

- 2.6.1 The examination and testing services are to be held at the bidder's facility. Therefore, Bidder (s) shall have at least one local facility/ testing site within the geographic boundaries of Miami-Dade County or Broward County. The Bidder must submit (1) copy of its lease agreement or proof of ownership of a local facility, with the bid submittal.
- 2.6.2 Bidder must provide a copy of the certificate(s) as described in Section 2, Paragraph 2.14.
- 2.6.3 Bidder must have at least one full time staff member certified in Psychometrics who will be designated as the vendor's liaison to the County. Therefore, Bidder must provide name of certified staff, telephone number, email and a copy of certification.
- 2.6.4 Bidder must have individuals on staff with expertise in conducting and preparing tests for the construction industry. Bidder must provide a list of key personnel, resumes for key personnel and any copies of any corresponding certifications.
- 2.6.5 Bidder must have performed the services stipulated herein for a minimum of years within five (5) years preceding the due date of the response to this ITB ("Prior Experience"). A minimum of three references must be listed in the Bidder's Submittal Form (See Section 4) as proof of experience. The references listed must be customers for whom the Bidder has provided the services described in this solicitation prior to the bid opening date. The three references combined must serve of proof of experience for the past five years.

The references must include the customer's company name, and the name, title, address and telephone number of the contact person, project start and end dates and brief description of work performed. These references shall be used to determine that the Bidder have sufficient experience and expertise in providing

SECTION 2
SPECIAL CONDITIONS

testing and examination services. The County, at its sole discretion, may request additional information in order to assess the Bidder's responsibility.

- 2.6.6 Bidder must attach a sample of certification tests in English, Spanish and Creole to bid submittal.

2.7 PRICE SHALL BE FIXED WITH ADJUSTMENTS

Prior to the end of the initial one (1) year period, and at each anniversary thereafter, vendors shall have the option to submit a written request for a price adjustment to the County based on changes in the following price indexes: Consumer Price Index, All Urban Consumers, All Items, Miami/ Ft. Lauderdale.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term for all groups. The vendor's adjustment request should not be in excess of the relevant pricing index change.

If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the next term will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not continue the contract based on such price adjustments. Continuation of the contract beyond the initial term, and any anniversary term, is a County prerogative, and not a right of the vendors. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

2.14 CERTIFICATIONS

The bidder must have a full time staff member certified in Psychometrics as defined by the National Association of State Contracting Licensing Agencies (NASCLA) Examination Standards 2007:

Psychometric – A professional with specific competencies, as evidenced by education and training in development and analysis of test, other assessment techniques, and in statistical methods.

A copy of the certificate(s) as described above shall be included with the bid submittal.

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

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

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

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

III. Pricing Information:

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Failure to Comply:

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

SECTION 2
SPECIAL CONDITIONS

2.16 SHIPPING TERMS

Intentionally Omitted

2.17 DELIVERY REQUIREMENTS

Intentionally Omitted

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

Intentionally Omitted

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Martha Perez-Garviso, at (305) 375-5375, email – mdperez@miamidade.gov.

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

JOINT PURCHASE

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

SECTION 2
SPECIAL CONDITIONS

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

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

VENDOR COMPLIANCE

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

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 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 items specified herein from the successful 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).

2.24 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

SECTION 2
SPECIAL CONDITIONS

2.25 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor to obtain a price quote for the similar service. The County reserves the right to award these similar services to the contract vendor or to acquire the services through a separate solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

Testing and Examination Services for Certification of Construction Trade Personnel

3.0 SCOPE

Miami-Dade County is requesting bids from firms experienced in preparing competency examinations for construction trade contractors, masters, journeymen, and maintenance men needing certifications, as established under Chapter 10 of the Code of Miami-Dade County and the Florida Building Code, as well as special examinations as directed by the Regulatory and Economic Resources Department (RER) and the Department of Public Works and Waste Management (PWWM).

Specifically, the County requires the services of a firm that will prepare, proctor and grade examinations for the certification of construction trade contractors, masters, journeymen and maintenance men. The vendor must be able to certify the results of the examinations to the County and shall conduct examinations at either Miami-Dade or Broward County sites a minimum of twelve (12) times annually in all categories

NOTE: In the event of a natural disaster or emergency, examinations shall be administered on a more frequent basis. Any additional services related to emergency response requirements will be addressed in accordance with Section 2, Paragraph 2.25.

3.1 EXAMINATIONS

The vendor agrees that it will make available to the County copies of all the examinations that are conducted by the vendor during the time this contract is in effect. A copy of these examinations shall be delivered to the Director of RER or PWWM or designee upon request. The vendor further agrees that at the County has the right to comment with reference to the content of the examinations and to suggest changes are considered appropriate by the County:

- 3.1.1 Any notices, examinations, results or other written communications from the successful vendor to the County shall be considered delivered when posted by certified mail.
- 3.1.2 The County shall have the sole right to determine when the examinations will be held and in which categories. Authorization by the County, through the Directors of RER and the PWWM in writing, shall cover in detail the scope and intent of the proposed services.
- 3.1.3 It is understood and agreed that the County may review any examination for all exam categories listed in the bid up to ninety (90) days before the date of the examinations is to be conducted.
- 3.1.4 The County agrees, within forty-five (45) days after delivery of the initial examinations, to approve, reject or return with indicated suggested revisions or recommendations, such examinations and /or other material submitted by the successful vendor to the County for review. Such approval, revision or recommendations shall not relieve the successful vendor of the responsibility for preparing the examinations.
- 3.1.5 It is understood and agreed that the County may schedule examinations in any category at any time and in any number in accordance with the terms of this bid and payment shall be made as specified in Section 2, Paragraph 2.15. Special provisions shall be made by the vendor to accommodate exam applications to those who request to take exams on alternate days due to religious observances. Special accommodations are to include administering the exam on an alternate date at a local office.

SECTION 3
TECHNICAL SPECIFICATIONS

- 3.1.6 Special accommodations for American Disabilities Act (ADA) candidates will be provided by the vendor in accordance with ADA regulations.
- 3.1.7 The quality and legibility of each examination shall meet with the approval of the County. All services shall be performed by the successful vendor to the satisfaction of the RER and PWWM.
- 3.1.8 All examinations material and other data developed by the vendor for the purpose of this agreement shall remain the property of the vendor. Such examinations materials and other data developed shall be made available by the vendor at any time upon request of the County up to five (5) years from the time the examinations were certified, after which such examination material will be destroyed by the vendor upon agreement by the County.

NOTE: The bidder must be able to provide exams in English, Spanish and Creole.

3.2 PROVIDE SAMPLES OF NEW TEST DEVELOPED

Upon request, vendor shall provide samples of new test developed prior to proctoring the exam. The County reserves the right to audit the records of the successful vendor related to those portions of this contract not covered by a fee schedule, at any time during the contract term.

3.3 RESPONSIBILITY OF THE COUNTY:

The County shall furnish, complete or provide the following material, data or services as required in connection with the completion of the work to be performed under this contract.

- 3.3.1 Furnish the successful vendor with a list of exam categories, a list of current codes and other relevant material that will assist in the preparation of the examinations.
- 3.3.2 Furnish the successful vendor with copies of all changes or amendments to the relevant building code and licensing regulations pertaining to examinations and/or new trade categories, as they are approved.
- 3.3.3 Notify the successful vendor in writing, at least two (2) weeks in advance, of:
 - a) The number of applicants taking the examinations for each of the categories to be examined.
 - b) The names applicants taking the examinations.
 - c) The number of applicants that have difficulty with the written or spoken English language or other impediment or affliction and which may require special provisions for taking the examinations pursuant to Section 10-11 of the code of Miami-Dade County. The County will supply a list of the applicants for a special scheduling.
 - d) The names of applicants requesting special exam scheduling.
 - e) Advise applicants of the type of materials that are required for taking the exam and what is allowed in the examination room.

SECTION 3
TECHNICAL SPECIFICATIONS

3.4 RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

The vendor agrees to perform professional services in connection with the project as indicated below:

3.4.1 EXAMINATIONS

- a. Develop and administer monthly examinations in English for construction trade contractors, masters, journeyman, and maintenance men needing certifications as established under Chapter 10 of the Code of Miami-Dade County and the Florida Building Code, as well as special examinations as directed by RER and PWWM. (See Section 2, Paragraph 2.6 regarding exams in English, Spanish and Creole.)
- b. The vendor should provide the location as requested in Section 2, Paragraph 2.6 for the examinations to be translated into a language other than English. The vendor should also format the examination as required by RER and PWWM. In preparing the examinations, the vendor must conform to the following:
 1. Test shall be objective and in writing. Computerized testing is preferred in order to provide applicants of results on the same day of the exam.
 2. The written examination shall be multiple-choice or fill-in-the-blank types and shall include questions with diagrams, plans or sketches in which the applicant is required to demonstrate knowledge of circuits, installations or the like by answering multiple-choice or one-word fill-in questions keyed to such diagrams, plans or sketches.
 3. The examinations shall be made with reference to knowledge of such portions of the Florida Building Code, Chapter 10 of the Code of Miami-Dade County or other rules, laws, or principles as may be relevant to the trade or specialty involved.
 - i. The examinations should be prepared and administered based on the most updated edition of the Florida Building Code.
 - ii. Questions taken from Chapters containing High Velocity Hurricane Zone Provisions should be taken from those sections exclusively.
 - iii. Reference should be made on a the exams to the specific standard when questions are not taken from the Florida Building Code.
 4. The passing grade must be seventy-five percent (75%) for journeyman and the maintenance exams, and seventy percent (70%) for all other skills levels.
 5. All exams are open book with the option of the County to request partial closed book questions. All exams shall have a minimum of seventy-five (75) questions. For examinations consisting of two (2) parts as designated in the attached exams list summary, each part shall have a minimum of seventy-five (75) questions, and a minimum fifty (50) questions for Public Works.
 6. A different examination shall be prepared by the vendor each time the examinations are conducted. By different, it is meant that the vendor may ask questions that deal

SECTION 3
TECHNICAL SPECIFICATIONS

with the same subject matter, but answers must not coincide with answers from previous examination.

7. Exams should be prepared in one (1) or two (2) parts as noted on Attachment A. One part should test knowledge of business and finance principles pertaining to contracting work in the trades and contractor licensing regulations under Chapter 10 of the Code of Miami-Dade County, Florida, and the Florida Building Code. The other part should test knowledge of applicable codes and technical application of trade knowledge and codes.
8. There shall be three (3) types of examinations as specified in the attached Exam List Summary:
 - a) Exams of two (2) parts: Business and Technical. One part (Business) should test knowledge of business and finance principles pertaining to contracting work in the trades and contractor licensing regulations under Chapter 10 of the Code of Miami Dade County, Florida. The other part (Technical) should reflect knowledge of applicable codes and technical application of trade knowledge and codes.
 - b) Business Exam of one (1) part with a minimum of seventy-five (75) questions consisting of business and finance principles pertaining to contracting work in the trades and contractor licensing regulations under Chapter 10 of the Code of Miami-Dade County, Florida. A minimum of 50 questions for Public Work categories.
 - c) Technical Exam of one (1) part with a minimum of seventy-five (75) questions consisting knowledge of applicable codes and technical application of trade knowledge and codes. A minimum of 50 questions for Public Work categories.
 - d) Furnish examinations at least twenty-four (24) times for two (2) years in all categories as required.
 - e) Revise and update examinations as necessary by the County to include amendments to code and other applicable regulations and controls, and prepare new examinations for each successive examination in the same categories.
 - f) Cooperate fully with the County in order that all phases of work may be properly scheduled and coordinated.
 - g) Reference sheet should be upgraded as determined by the County to reflect current codes and references.
 - h) The vendor shall provide examinations for any candidate wishing to take the examinations at other than the regular scheduled date, at the candidate's expense.

3.4.2 Development of New Exams:

From time to time, the County may make, based on the requirements of the departments and changes to the Florida Building Code, requests for the development of new

SECTION 3
TECHNICAL SPECIFICATIONS

examinations. These examinations shall follow the general specifications and the guidelines established for examinations in this solicitation.

3.5 EXAMINATIONS SITE

Provide at vendor expense a local examination site for the administration of examinations in Miami-Dade County and Broward County as agreed to by the RER and PWWM.

Special examinations should be available at local test sites other than Miami-Dade County upon written approval of the RER and PWWM.

3.6 GRADING

3.6.1 The successful vendor shall be responsible for providing candidate on site scoring on the day of the examination.

3.6.2 Score and report the examination results to Miami Dade-County within three (3) business days.

3.6.3 Additional copies of grades must be provided to the Miami-Dade County within five (5) business days after date of request.

3.6.4 The vendor is responsible for notifying all applicants and Miami-Dade County, via mail and/or email, of any changes in status as a result of review or re-grade.

3.6.5 Whenever applicable, isometrics and practical should be included as a part of the test.

3.7 REVIEWS

Selected Bidder must conduct reviews of examination results. The costs for reviews must be included as part of the overall examination costs (per exam). Exam reviews shall be conducted at selected Bidder's facility.

The Selected bidder shall:

3.7.1 Provide for a thirty (30) day period (this period starting on the date the results of the examinations are mailed out) for examinees to request review of the results. Review by the vendor shall be conducted in Miami-Dade County within sixty (60) days of the request for review by examinees. Date(s) for review and the number of examines per review shall be at the discretion of the vendor.

3.7.2 Advise applicants that reviews of examination results will be offered by the vendor and that applicant must contact the vendor in order to obtain these services. Vendor shall provide candidates reviewing their exams with a list of the questions missed and the answer choices they selected.

3.7.3 Review procedures shall be formulated by the County and submitted to the vendor.

3.7.4 The vendor shall advise the County at least two (2) weeks in advance of the date(s) the reviews shall be conducted.

SECTION 3
TECHNICAL SPECIFICATIONS

3.7.5 The vendor agrees that the County and the Construction Trades Qualifying Board members have the right to be present during these reviews. The County and Board member involvement shall be limited to observation and shall be at County's discretion.

3.7.6 The vendor agrees to conduct these reviews in a matter that will not jeopardize the integrity of the examination procedures.

3.8 PROCTORING

The vendor shall be responsible for administering the examinations. In proctoring the examinations, the following guidelines shall be observed:

3.8.1 Provide one (1) proctor per twenty (20) applicants.

3.8.2 Provide for observation during examinations by the County staff and by members of the Construction Trades Qualifying Board. Such observation shall be at the discretion of the County.

3.8.3 Provide for review of examination material by the County at examination site.

3.8.4 Assume responsibility for the integrity of the examination procedure and provide the necessary mechanisms to avoid dishonesty by applicants during the taking of examinations. The vendor should provide written report of any incidents of cheating or unacceptable behavior to the County department.

3.9 TIME SCHEDULE

The vendor agrees to furnish all copies of examinations requested by the County within fourteen 14-calendar days after receipt of written notification that such copies are required. All such notifications shall be directed to the contact information provided by the vendor on file with the County.

3.10 RELEASE OF INFORMATION

The vendor will be prohibited from publishing or releasing any information related to the requested services without prior written permission of the County.

3.11 CONSTRUCTION QUALIFYING BOARD

The vendor shall be responsible to provide a representative to attend the Construction Trade Qualifying Boards A and B Divisions monthly meetings, when requested by the RER and PWWM.

3.12 CLASSIFICATION LISTING

The following pages provide a listing of job classifications for which licensing tests are to be prepared and given in accordance with the requirements of this section.

SECTION 3
TECHNICAL SPECIFICATIONS

ATTACHMENT A

Construction Trades Qualifying Board
List of Examined Certification Categories
Miami Dade County Regulatory and Economics Resources Department

*Examination Categories

(A) = 2 part Exam – Business and Technical

(B) = 1 part Exam – Technical

Maintenance

*Building Maintenance (B)

*Maintenance Electrician (B)

*Mechanical Maintenance (B)

*Plumbing Maintenance (B)

Building

*General Contractor (A)

*Building Contractor (A)

*Residential Contractor (A)

Building Specialties

*Communication Tower (A)

*Concrete Forming & Placing (A)

*Concrete Slab Sawing & Core Drilling (A)

*Demolition (A)

*Drywall (A)

*Fence (A)

*Glass & Glazing (A)

*Lathing & Plastering (A)

*Metal Awning & Storm Shutter (A)

*Metal Decking & Siding (A)

*Miscellaneous Metals (A)

*Pneumatic Concreting & Pressure Grouting (A)

*Pre-stressed Precast Concrete Erection (A)

*Reinforcing Steel Placing (A)

*Roof (A)

*Rook Deck (A)

*Screen Enclosure

*Sign (Non-Electric) (A)

*Structural Steel Erection (A)

*Swimming (A)

*Unit Masonry, Marble & Exterior Veneer (A)

*Waterproofing (A)

Electrical

*Journeyman Electrician (B)

*Journeyman Burglar Alarm (B)

*Journeyman Fire Alarm (B)

*Journeyman Sign Electrician (B)

*Master Electrician (A)

*Master Burglar Alarm (A)

*Master Electric Utility (A)

*Master Fire Alarm (A)

*Master Low Voltage (A)

*Master Sign Electrician (A)

*Master TV Antenna (A)

Plumbing

*Journeyman Plumber (B)

*Journeyman Gas Fitter (B)

*Master Plumber (A)

*Master Gas Fitter (A)

*Master Lawn Sprinkler (A)

*Master Swimming Pool Maintenance (Limited or Unlimited) (A)

*Master Swimming Pool Piping (A)

SECTION 3
TECHNICAL SPECIFICATIONS

Mechanical

- | | |
|--|--|
| *Journeyman Air Conditioning (B) | *Journeyman Pressure & Process Piping (B) |
| *Journeyman Fire Sprinkler (B) | *Journeyman Refrigeration (B) |
| *Journeyman Gasoline Tank & Pump (B) | *Journeyman Room Air Conditioning (B) |
| *Journeyman General Mechanical (B) | *Journeyman Sheet Metal (B) |
| *Journeyman Heating (B) | *Journeyman Steam Generator Boilers & Piping (B) |
| *Journeyman Insulation (B) | *Journeyman Warm Air Heating (B) |
| *Journeyman Pneumatic Control Piping (B) | *Master Pressure & Process Piping (A) |
| *Master Air Conditioning Limited (A) | *Master Refrigeration Limited (A) |
| *Master Air Conditioning Unlimited (A) | *Master Refrigeration Unlimited (A) |
| *Master Ammonia Refrigeration (A) | *Master Room Air Conditioning (A) |
| *Master Elevator Maintenance & Service (A) | *Master Sheet Metal (A) |
| *Master Gasoline Tank & Pump (A) | *Master Steam Generator Boiler & Piping (A) |
| *Master General Mechanical (A) | *Master Transporting Assembly Install (A) |
| *Master Heating (A) | *Master Transporting Assembly |
| *Master Insulation (A) | *Master Maintenance Service (A) |
| *Master Pneumatic Control Piping (A) | *Master Warm Air Heating (A) |
| *Master Pneumatic Tube Conveyor System (A) | |
| *Master Refrigeration & Air Conditioning (A) | |

***Examination Categories**

(A) = 2 part Exam – Business and Technical

(B) = 1 part Exam – Technical

CONSTRUCTION TRADES QUALIFYING BOARD

List of Examined Certification Categories

Miami-Dade County Public Works and Waste Management Department

Specialty Engineering Examined Certification Categories

General Engineering Contractor
 Plant Construction Engineering Contractor
 Pipe Lines Engineering Contractor
 Structural Engineering Contractor
 Sea Walls & Small Docks Engineering Contractor
 Pile Driving & Foundations Engineering Contractor
 Paving Engineering Contractor
 Concrete Works Engineering Contractor
 Excavating & Grading Engineering Contractor
 Land Clearing & Grubbing Engineering Contractor
 Soil Compaction & Tamping Engineering Contractor
 Rail Road Construction Engineering Contractor
 Underground Electrical & Communication Conduits Engineering Contractor
 Fuel Transmission & Distribution Lines Engineering Contractor
 Asphalt Sealing Engineering Contractor (Excluding Roadway Pavements)
 Direct Burial Cable Television Contractor (CATV)

Applicants will be required to take a two part exam which includes the Business Practices and approved Technical category.

SECTION 4
BID SUBMITTAL FORM

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

OPENING: 2:00 P.M.
, 2012



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: **MPG**

ISD/PM

Date Issued:

This Bid Submittal Consists of
Pages **16** 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.

Title:

Testing and Examination Services for Certification of Construction Trade Personnel

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

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

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: 924-20	
Procurement Contracting Officer M. Perez-Garviso	

FIRM NAME _____

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

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

SECTION 4
BID SUBMITTAL FOR:

Testing and Examination Services for Certification of Construction Trade Personnel

FIRM NAME: _____

Miami-Dade County is requesting bids from firms experienced in preparing competency examinations for construction trade contractors, masters, journeymen, and maintenance men needing certifications, as established under Chapter 10 of the Code of Miami-Dade County and the Florida Building Code, as well as special examinations as directed by the Regulatory and Economic Resources Department and the Department of Public Works and Waste Management.

Examination & Testing for the Regulatory and Economic Resources Department for Certification Categories listed in Section 3, Technical Specifications			
Item No.	Est. Qty.	Description	Unit Cost
1	2500 Exams	Administration of a single one part exam. The unit price is based on cost per each one part exam administered. "No shows" shall be paid at 50% of the cost per exam.	\$ _____ / Per Exam
2	2500 Exams	Administration of a single two part exam. This unit price is based on cost per exam administered each two part. "No shows" shall be paid at 50% of the cost per exam.	\$ _____ / Per Exam
3	50 Exams	Development of non-routine exams as may be required by the Regulatory and Economic Resources Department.	\$ _____ / Per Exam
Examination & Testing for the Department of Public Works and Waste Management for Certification Categories listed in Section 3, Technical Specifications			
4	750 Exams	Administration of a single one part exam. The unit price is based on cost per each one part exam administered. "No shows" shall be paid at 50% of the cost per exam.	\$ _____ / Per Exam
5	750 Exams	Administration of single two part exam. This unit price is based on cost per exam administered each two part. "No shows" shall be paid at 50% of the cost per exam.	\$ _____ / Per Exam
6	50 Exams	Development of non-routine exams as may be required by the Public Works and Waste Management.	\$ _____ / Per Exam

SECTION 4
BID SUBMITTAL FOR:

Testing and Examination Services for Certification of Construction Trade Personnel

FIRM NAME: _____

REQUIRED SUBMITTALS		
Per Sect.	Qualification Criteria:	Initial
2.6.1	Bidder must submit (1) copy of its lease agreement or proof of ownership of a local facility, with the bid submittal.	_____
2.6.2	Bidder must provide a copy of the certificate(s) as described in Section 2, Paragraph 2.14.	_____
2.6.3	Bidder must provide name of certified staff, telephone number, email and a copy of certification. Name: _____ Phone No.: _____ Email: _____ Attach copy of Certification to Bid Submittal.	_____
2.6.4	Bidder must provide a list of key personnel, resumes for key personnel and any copies of any corresponding certifications.	_____
2.6.5	A minimum of three references must be listed in the Bidder's Submittal Form (See Section 4) as proof of experience. Company Name: _____ Contact Person: _____ Address: _____ Phone No.: _____ Project Start Date: _____ End Date: _____ Description of work: Page 2 _____ _____ _____ _____ Company Name: _____ Contact Person: _____ Address: _____ Phone No.: _____ Project Start Date: _____ End Date: _____ Description of work: _____ _____ _____ _____ Company Name: _____ Contact Person: _____ Address: _____ Phone No.: _____ Project Start Date: _____ End Date: _____ Description of work: _____ _____ _____ _____	_____

SECTION 4
BID SUBMITTAL FOR:

Testing and Examination Services for Certification of Construction Trade Personnel

FIRM NAME: _____

2.6.6	Bidder must attach a sample of certification tests in English, Spanish and Creole to bid submittal.	_____
-------	---	-------

**SECTION 4
BID SUBMITTAL FOR:**

Testing and Examination Services for Certification of Construction Trade Personnel
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: _____



Bid Title: Testing and Examination Services for Certification of Construction Trade Personnel

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

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

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

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

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

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

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

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

☐ **Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.**

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

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

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

Yes _____ No _____



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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

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

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

Signature: _____ (Signature of authorized agent)

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

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS **FORMAL BIDS**



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

Contract Title: _____

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(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
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 – 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

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

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____
Project/Contract Number _____

FEIN # _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)														
			Gender	Race/Ethnicity						Gender	Race/Ethnicity								
				White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)														
			Gender	Race/Ethnicity						Gender	Race/Ethnicity								
				White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent _____

Print Name

Print Title

Date

Walters, Vivian (RER)

From: cbb [cbb@cborderscpa.com]
Sent: Friday, September 07, 2012 2:34 PM
To: Walters, Vivian (RER)
Subject: Email Update C Borders-Byrd, CPA LLC

cbb@cborderscpa.com

Thank you for your assistance in this matter. Cynthia



cbb@cborderscpa.com

CONFIDENTIALITY NOTICE: This message is intended only for the person(s) named above. If you have received this transmission in error, please notify the sender immediately via return e-mail. Destroy the original message and all copies.

PLEASE READ THE FOLLOWING NOTICE WITH RESPECT TO FEDERAL TAX PENALTIES ONLY:
IRS Circular 230 requires that we notify you that, with respect to federal tax matters only, unless expressly stated otherwise above, any federal tax advice contained in this correspondence (including any attachments) is not intended or written to be used, and cannot be used or relied upon, for the purpose of (1) avoiding any penalties under the Internal Revenue Code; or

(2) promoting, marketing, or recommending to another party any transaction or tax-related matter addressed herein. For more information about this notice, please contact the undersigned.

Thank you.

Walters, Vivian (RER)

From: Perez-Garviso, Martha D. (ISD)
Sent: Friday, September 07, 2012 1:56 PM
To: Walters, Vivian (RER)
Subject: Item for Review.
Attachments: Contract Project Measure Analysis revised 5-05 (4).docx; Bid_Draft_090712.docx

Hello Vivian,

Please see attached item for your review. Please advise of the recommended measures as soon as possible, so that we may proceed.

Hope you have a wonderful weekend !!!

*Martha Perez-Garviso, CPPB
Procurement Contracting Officer 2
Internal Services Department
111 N.W. 1 St. 13th Floor
Miami, FL 33128
Ph.: 305-375-5375 Fax: 305-375-4407*



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