

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New Contract
 ☐ OTR
 ☐ Sole Source
 ☐ Bid Waiver
 ☐ Emergency
 Previous Contract/Project No. _____
☐ Re-Bid
☐ Other-Accessing
 LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQID1300025 TERM OF CONTRACT 12 MONTH(S)

Requisition /Project Title: System Furniture Services

Description: To establish a contract for competitive pricing to procure furniture services for the various Miami-Dade County Departments.

Issuing Department: ISD,PM Contact Person: Sherry Clentscale Phone: 305-375-2179

Estimate Cost: \$490,000

GENERAL FEDERAL

OTHER

Funding Source: X

X-Proprietary funds

ANALYSIS

Commodity Codes: 425-94 and 425-55

Contract/Project History of previous purchases three (3) years

Check here ☐ if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$

Comments:

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>

Basis of recommendation:

Signed: *Sherry Clentscale*

Date sent to DBD: 11/30/12

Date returned to DPM:



**THIS IS NOT
AN ORDER**

**INVITATION TO QUOTE
MIAMI-DADE COUNTY**

Please submit Quotation to:

**Internal Services Department, Procurement Management
111 NW 1st Street, Suite 1300 Attn: Sherry Clentscale
Miami, Florida 33128-1974**

QUOTATION NO.: IQ

DUE DATE: Friday, December 14, 2012

TIME: 2:00 PM

CONTRACT NO/ TITLE.: Systems Furniture Services

CONTACT PERSON: Sherry Clentscale

PHONE: (305) 375-2179

EMAIL: sclements@miamidade.gov

SEALED QUOTE REQUIRED: ☒ YES ☐ NO

Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award.

DAYTIME HOURS (8:00 A.M. – 5:00 P. M.)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
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Section 4.1

1.	4,160 Hours	Installation Foreman	\$ _____ Per Hour
2.	8,320 Hours	Installer	\$ _____ Per Hour
3.	4,160 Hours	Helper	\$ _____ Per Hour
4.	2,080 Hours	Truck Service	\$ _____ Per Hour

NIGHT TIME HOURS: After Regular Hours Rates: (5:01 PM - 7:59 AM)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
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5.	480 Hours	Installation Foreman	\$ _____ Per Hour
6.	960 Hours	Installer	\$ _____ Per Hour
7.	720 Hours	Helper	\$ _____ Per Hour
8.	1,040 Hours	Truck Service	\$ _____ Per Hour

4.2 References per Section II.I

System Furniture Manufacturer:

Contact Person:

Phone No.:

ALL HOURS STATED ABOVE ARE ESTIMATES ONLY AND IS NOT A GUARANTEE OR COMMITMENT TO THE VENDOR OF ACTUAL HOURS TO BE USED.

I. PAYMENT TERMS

Payment shall be 45 days from receipt of a proper invoice (30 days to small businesses)

II. METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE

Award of this contract will be made to two (2) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor 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. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

II.I Criteria for Award:

- Vendor must provide proof of either lease or ownership of a 24 ft. truck. Provide a weather proof Truck (vehicle) approximately 24 feet in length with a tailgate lift. Truck to be used to transport material between the storage warehouse and the work location(s).
- The successful bidder(s) must have at least one employee certified to operate a forklift in order to accept deliveries of furniture at Miami International Airport.
- Bidders must provide two (2) references of existing customers. The references listed must be customers that are currently receiving or have recently received from the bidder system furniture moving services. The references must include the customer's company's name, and the name and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation.

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

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

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

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

- V. **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.

VI. **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.

2

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.

VII. **Acknowledgement of Addenda**

Addenda Received: ☐ Yes ☐ No If yes, please indicate the number of addenda received: ____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of one hundred eighty (180) days from date quotation is due. If awarded a purchases order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the purchase order.

Authorized Signature: _____ Title: _____

Print/Type Name: _____ Phone: _____

E-mail: _____ Fax: _____

Firm Name: _____ F.E.I.N. No.: ____ / ____ - ____ / ____ / ____ / ____ / ____ / ____

Address: _____ City: _____ State: _____

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

INSTRUCTIONS TO BIDDERS

1. Bidder must submit the sealed quote by the specified time and date indicated on the front of this form to Procurement Management, to the attention of the contact person, at the address indicated on this ITQ. **The envelope must state that it is a sealed quote and include the quote number and opening date. No telephone or fax quotes will be accepted.**
2. All proposals received and time stamped by Procurement Management prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by Procurement Management after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely.
3. Requests for additional information or clarification must be made in writing to the contact person identified on the front of this ITQ three (3) days prior to the scheduled opening date. The County will issue additional information by written addenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all addenda. Addenda should be acknowledged.

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

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

5. All quotes shall be submitted in a sealed envelope, on or before the due date and time, to:

Miami Dade County
Procurement Management
111 N.W. First Street, Suite 1300
Miami, FL 33128-1989
Attn: Sherry Clentscale

TERMS AND CONDITIONS

1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.
2. The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.
3. In case of default by a successful bidder, Miami-Dade County may procure the goods or services from other sources and charge the bidder, any excess cost or damages occasioned thereby, and debar the bidder from further County contracts in accordance with the Miami-Dade County Code.
4. It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative thereto, and that the bidder shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.
5. Bidder shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price shall prevail.
6. This ITQ any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.

7. **CONE OF SILENCE**

Pursuant to Section 2-11.1(t) 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 Officer identified on the front page of the solicitation. Such inquires or request for information shall be submitted to the procurement officer 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, FL 33128 or email clerkbcc@miamidade.gov.

8. **INSURANCE REQUIREMENTS**

8. 1 **INDEMNIFICATION AND INSURANCE (11) – CONTRACTOR/MAINTENANCE/REPAIR Miami-Dade Aviation Department (MDAD)**

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

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

****Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

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

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

or

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

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

NOTE CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY

**111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

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

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

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for default in accordance with this ITQ's terms and conditions paragraph 3 (page 4).

8.2 **INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**
(All other departments excluding MDAD)

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

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

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

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

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

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

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

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for default in accordance with this ITQ's terms and conditions paragraph 3 (page 4).

8. **PRICES**

The prices provided by the successful Bidder shall be fixed and firm and shall be valid for twelve months (12). It is hereby agreed and understood that the prices offered at the time of award shall prevail; regardless of the time services are actually provided to the County.

9. **INSPECTOR GENERAL**

Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.

10. **COUNTY USER ACCESS PROGRAM (UAP)**

User Access Fee

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

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

Joint Purchase

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

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

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

Vendor Compliance

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

11. **LEGAL REQUIREMENTS**

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

The award of this bid solicitation is subject to County Ordinance No. 01-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive, responsible local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses 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. The best and final bid will be requested by the County within five working days of the bid opening. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

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

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

13. **AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to three County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract. Under these circumstances, all other County departments are to contact the Internal Services Department, Design Services in order to access this contract.

14. **CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

15. **DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

16. **HOURLY RATE**

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

17. **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

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

18. **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 primary vendor to obtain a price quote for the similar services. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar services to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the services through a separate solicitation.

19. **DEFINITION**

Systems furniture comprises of an electrical system capable of distributing electrical service to several workstations from a central feed point. The electrical system usually has a minimum capacity of three 20-amp circuits. The system provides access to electrical power through receptacles located in the panel raceway, located on the bottom, middle or top of the system. The system may include desk height or desk mounted receptacles. All electrical components are UL listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standards.

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TECHNICAL SPECIFICATIONS

3.1 SCOPE

The purpose of this solicitation is to establish a contract for reconfiguration, modification and refurbishment of system furniture for various County departments. Successful bidders will provide supervision and labor services to accomplish the refurbishment, modification, and installation of systems furniture and associated furnishings, inclusive of corrective services, and systematic maintenance. The Systems Furniture referred to in this contract encompass the entire system which includes electrical components – raceways, terminal blocks, jumpers, infeeds, outlets, etc., as well as the panels, connectors, posts, top caps, trim, overhead cabinets, work surfaces, task lights and pedestals to name a few parts of the whole. There are approximately eight thousand (8,000+) existing work stations located throughout Miami-Dade County.

- a. The existing manufacturers for Systems Furniture used throughout the County include: Steelcase, Knoll, Haworth, Herman Miller, Inscape, Kimball, Teknion, American Seating, Camilo, and Allsteel.
- b. The existing manufacturers for Terminal Seating used throughout the Miami-Dade Aviation department include: PHC Ind. and Zenky Beam seating by Zoeffig.

3.2 STANDARD REQUIREMENTS

- A. All work performed shall conform to the appropriate system furniture manufacturer's published installation standards. The awarded vendor(s) shall insure that the work performed by its employees will not void any manufacturers' existing warranties.
- B. The awarded vendor(s) shall comply with all rules, regulations and procedures established by Internal Services Department (ISD) Facilities and Utilities Management Division or other County Departments with regard to elevators, loading docks, protective equipment and the like, to insure the orderly and safe delivery of materials.
- C. The awarded vendor(s) employees shall wear a uniform or other identifiable form of dress and shall maintain a clean appearance while performing service.
- D. The awarded vendor(s) foreman and key personnel must carry with them a telephone or other communication device allowing the county project manager to contact and dispatch personnel during the normal work day at the vendor's expense.
- E. Awarded Vendor(s) must have a truck readily available for use within a 24 hour notification and for at least eight (8) hours a day. Use of the truck will be required to move furniture between County facilities in addition to moving furniture between the designated warehouses.
- F. Systems Furniture installers must be able to reconfigure, move, connect, disconnect and address all of the systems furniture power and electrical component requirements of systems furniture and have the proper training, qualifications or certifications from the systems furniture manufacturers to do so.

3.3 CONTRACT SERVICES

- A. Maintenance services, reconfiguration, modifications or adding systems furniture, furnishings, fixtures and equipment as follows:
 1. Pre-Design Review and Analysis
 - a. By the use of existing as-built drawings, bills of lading and field surveys, awarded vendor(s) will assist the County to establish and maintain a complete system furniture inventory as required to perform the requested modifications.
 - b. Review of existing layouts and/or proposed changes.
 - c. Data collection of any information required to perform needed services.
 2. Planning Services
 - a. Awarded vendor(s) shall be familiar with existing building conditions and installed system furniture, fixtures and equipment to maximize re-use of existing material and utility locations.

- b. Assist the County to prepare system furniture, fixtures and equipment layout plans and coordinate detailed bills of lading identifying existing and/or additional systems furniture material, required to implement layouts.
 - c. Prepare and submit estimates of labor for reconfiguration when requested.
 - d. Obtain written approval of design layout(s) as directed by the authorized Project Manager.
3. Receiving and Field Installation Services
- a. When requested, receive and forward bills of material for furniture to the authorized County Project Manager, unload and inventory material stored in the County's warehouse.
 - b. Deliver materials during normal work hours, unless otherwise directed in writing by the County.
 - c. Communicate status of work orders at end of each month to designated County authorities.
 - d. Have one foreman and if necessary a minimum of two installers available on a daily basis.
 - e. Disassemble, relocate, install and compute for inventory control existing and/or new material in accordance with approved layouts.
 - f. Return to inventory any material not utilized by the County after a reconfiguration (work completion).
 - g. Reconfiguration of carpet tiles as authorized by County.
 - h. Assist County personnel in the movement of equipment, files, boxes and other items as may be required during the reconfiguration of departmental space.
 - i. Report damaged material and/or missing parts.
 - j. Provide a weather proof Truck (vehicle) approximately 24 feet in length with a tailgate lift. Truck to be used to transport material between the storage warehouse and the work location(s).
 - k. Move non-systems furniture, fixtures and equipment when required
 - l. Move office contents & boxes when required.

3.4 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION DEPARTMENT

Miami-Dade Aviation Department (MDAD) operates under strict security regulations. The Vendor must follow all security procedures required of workers at MDAD. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D.

For Customs ID, call 786-265-5715 or email cbp-miami-airport-security@dhs.gov for information. For Miami Dade Aviation Department ID, call 305-876-7418 for appointment and to pick-up package. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract.



Affirmation of Business Entity Affidavits

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County 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 Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade Disability Non-Discrimination Article 1, Section 2-8.1.5 (AA) Resolution R182-00 amending R-385-95	9. Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. 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
<u>Notary Public Information</u>		

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