

**REQUEST FOR PROPOSALS
(Issued through the Expedited Purchasing Program)
FOR A
HYDRAULIC PAPER CUTTER (PURCHASE), INSTALLATION,
MAINTENANCE, AND SUPPORT**

EPP-RFP 602

ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
for

Miami-Dade County General Services Department

The County's contact person for this RFP is:

Jose L. Rivero
111 NW 1st Street Suite 1300
Miami, Florida 33128-1974
Telephone: (305) 375-4417
Fax: (305) 375-5688
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PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

Wednesday, December 19th, 2007 at 2:00 p.m. (local time)
at

CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17th FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT
DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT
WEBSITE: <http://www.miamidade.gov/dpm>

REV.3/26/07

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DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word "Department" to mean General Services Department.
- d) The words "Expedited Purchasing Program" to mean the County's pilot program in accordance with Section 2-8.1.6 of the Code of Miami-Dade County, allowing for an expedited procurement process for Request for Proposals (RFPs), Request for Qualifications (RFQs) and Invitation to Bids (ITBs).
- e) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or

organization submitting a response to this Solicitation.

- f) The words “Scope of Services” or “Scope of Work” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- g) The word “Solicitation” to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- h) The words “Subcontractor” or “Subconsultant” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- i) The words “Work”, “Services”, “Program”, “Project” or “Engagement” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- j) The words “Work Order” to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration Department, is soliciting proposals for the purchase of two Hydraulic Paper Cutters for election ballot production and general paper cutting. This solicitation is being issued through the County's Expedited Purchasing Program (See Section 1.41).

The County anticipates awarding a contract for a one (1) year period, with ten (10) one-year options to renew, at the County's sole discretion.

1.2 EPP-RFP TIMETABLE

The anticipated schedule for this EPP-RFP and contract approval is as follows:

RFP Available for Distribution:	December 7 th , 2007
Pre-Proposal Question Period Ends:	December 12, 2007 at 4:00 p.m. (local time)
Deadline for Receipt of Proposals:	December 19 th , 2007 at 2:00 p.m. (local time) (See Section 1.4 for location)
Evaluation/Selection Process:	Anticipated to begin December 21, 2007
Oral Presentations, If Conducted:	Anticipated to begin December 27, 2007
Projected Award Date:	Anticipated the week of December 31, 2007
Projected Contract Start Date:	Anticipated to begin the week of January 14 th , 2008

1.3 RFP AVAILABILITY

The solicitation package is available at no cost on-line at www.miamidade.gov/dpm or through Department of Procurement Management - Vendor Assistance Unit, 111 NW 1st Street, Suite 1300, Miami, FL 33128-1974 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or the Vendor Assistance Unit risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks (**see Section 1.8**).

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **A printed, unbound one-sided original, six (6)**

printed, bound copies and six (6) electronic copies on individual compact disks (CDs) in Excel, Microsoft Word or PDF format (a total of 13) of the complete proposal must be received by the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2). The original and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has not been scheduled for this RFP.

The Pre-Proposal question period is in place to allow vendors to ask technical and procedural questions in writing from the time the solicitation is posted until December 12, 2007. All County responses to the questions submitted during this time will be posted as an Addendum.

1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection

- committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any correspondence concerning the particular RFP, RFQ or bid with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification. This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The IT Contracts & Procurement Specialist for this EPP-RFP is:

Jose L. Rivero
Miami-Dade County, Department of Procurement Management
111 NW 1st Street, Suite 1300, Miami, FL 33128
(305) 375-4417
(305) 375-5688 Fax
JLRIVER@miamidade.gov

1.7 CONTRACT MEASURES

This solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows.

Selection Factor:

A selection factor applies to this solicitation.

A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points of the technical portion of this solicitation. An SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information contact the Department of Business Development at (305) 375-3111 or access www.miamidade.gov/dbd.

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

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Procurement Specialist for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Procurement Specialist at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Specialist prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's Vendor Assistance Unit or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this RFP.

1.10 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Review Team will only consider the latest version of the proposal.

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS AND LATE MODIFICATIONS

Please be advised that the County, in exercise of its discretion, may not accept bids and or proposals received after the scheduled time and date noted in this Solicitation. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the

Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence.

1.13 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract executed by County.

1.15 BUSINESS ENTITY REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next ranked proposer. The recommended Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://www.miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.

11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged 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.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
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.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this Solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **EPP RFP Timetable (see Section 1.2)**.

1.17 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on this Affidavit provided by the County. The Affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised Affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

NOTE: Other than for the Oral Presentations, Proposers who wish to address the County Commission, a County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this Solicitation in accordance with Section 2-11.1(s) of the Code of

Miami-Dade County must register with the Clerk of the Board and pay all applicable fees.

1.18 EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, 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 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 proposal as protected or confidential, the County shall 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 nonresponsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as

amended, and as established in Administrative Order No. 3-21.

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

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

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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

D. *For award recommendations greater than \$250,000 the following shall apply:*

The County's recommendation to award or reject will be immediately communicated (via mail, faxed or emailed) to all participants in the competitive process and filed with the Clerk of the Board.

E. *For award recommendations from \$25,000 to \$250,000 the following shall apply:*

Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

1.22 LOCAL PREFERENCE

The evaluation of competitive solicitations 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, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

1. a business that has a valid Local Business Tax Receipt (formerly know as an Occupational License), 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 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.

If, following the completion of final rankings, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking obtained by the highest ranked proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. 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.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one which follows the requirements of the Solicitation, includes all documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.25 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.

1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.27 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this Solicitation, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Solicitation or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this Solicitation be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this Solicitation or any contract issued as a result of this Solicitation. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this Solicitation shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase

orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

1.28 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the

Proposer's requirements; and

- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

1.33 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics

("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.34 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.36 COUNTY USER ACCESS PROGRAM (UAP)

A. 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 Contractor 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.

B. 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 County contract pricing and terms and conditions. The County shall have no liability to the Contractor 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 Contractor and shall be paid by the ordering entity less the 2% UAP.

1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

1.38 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 of a Blanket Purchase Order (BPO) for Transit/Public Works/Office of Citizens' Independent Transportation Trust (OCITT) as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works/OCITT shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works/OCITT 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 Transit/Public Works/OCITT in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works/OCITT inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.39 CONTRACT EXTENSION

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 selected Proposer(s) in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the selected Proposer(s), upon approval by the Board of County Commissioners.

1.40 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 dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.41 EXPEDITED PURCHASING PROGRAM

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP) and shall adhere to the following terms and conditions:

- EPP may be utilized for the competitive purchase of supplies, materials and services, including professional services other than architectural, engineering and other services subject to applicable County Codes and Florida Statutes, which are estimated to cost one

million (\$1,000,000) or less.

- Methods of procurement may include but not be limited to: Invitations to Negotiate, Best and Final Offers, Request for Proposals (RFP), Requests for Qualifications (RFQ) and Invitation to Bid (ITB).
- The protest period is three (3) days.
- Criteria for determining best value may include, but not be limited to: price, quality, experience, the ability to deliver the required goods and services and the nature and urgency of the County's needs.
- Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County
- The County Manager's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence.
- Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term

Solicitations issued through the EPP process shall clearly be indicated to prospective vendors. Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. The selection method and criteria shall be set forth in the solicitation documents, in accordance with the EPP process.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County General Services Administration Department (GSA), is soliciting proposals for the purchase of two Hydraulic Paper Cutters for election ballot production and general paper cutting.

1. One new 45" Automated Hydraulic Paper-Cutting System with pre-programming connectivity, counting scale, sheet lift and unloader for use in the Miami-Dade County General Services Administration Department, Materials Management Print Shop and
2. One new 36" Hydraulic Paper Cutter with pre-programming connectivity for use in the Miami-Dade County General Services Administration Department, Materials Management Print Shop.

This solicitation is being issued through the County's Expedited Purchasing Program (See Section 1.41).

2.2 BACKGROUND

The GSA Print Center serves a County government with more than 30,000 employees, about 70 departments and government agencies. The Print Shop job archive or catalog contains approximately 5,000 items. The GSA Print Shop has two operating locations:

1. **Copy Center/Digital Print:** Located on the 18th floor of the main County office building (111 NW 1 St.), centrally located in the downtown Government Center campus.
2. **Creative Design and Offset Printing Plant:** Located in an industrial building about 12 miles west of the downtown government campus (2225 NW 72 Ave).

A. Copy Center/Digital Print Center:

- Normal hours of operation are 7:00 am to 8:00 pm Monday through Friday.
- A manager and 4 employees staff the GSA Copy Center/Digital Print Center.
- Approximately 1 to 3 million prints are made each month.
- Run lengths vary from as few as 25 copies to 1 million copies.
- Approximately 6,000 jobs are handled each year by the GSA Center/Digital Print Center.
- Extended weekday hours and weekend operation occur no more than 10 weeks per year
- Equipment currently in use:
 - Three Kodak Digimaster 150
 - Heidelberg 665 scanner
 - Toshiba Studio 70
 - Konica CP500
 - Polar cutter and various bindery equipment

- Smart Board by Kodak is our current Digital Front End (DFE) software.

B. Offset printing and design:

- Normal hours of operation are 7:25 am through 3:55 pm Monday through Friday.
- There are 2 staff managers, 4 designers, 1 administrative person, and 8 pre-press/press/bindery personnel.
- Approximately 5,000 jobs are handled each year at this location or by vendors.
- Types of work produced on-site include: forms, brochures, posters, envelopes and shells for imprinting.
- Work printed by vendors includes: books, large size posters, large quantity brochures and snap-out forms.
- Equipment in use:
 - Pre Press: - PrintReady CTP by Heidelberg
 - Offset Presses: changing to 4-color 29", 2-color GTO, 1-color Quick Master and Jet envelope press
 - Finishing: cutter, folder, drill, shrink wrap, wide format laminating and mounting
 - A senior manager oversees both locations as well as the County mailing operations.

C. Nature of Ballot Cutting

Official ballots are required for all Miami-Dade County municipal, State, and Federal Elections. All official Absentee Ballots as well as ballots for use at Early Voting Sites or In-Precinct will require cutting on this equipment. These cutters will be used to pre-cut ballot paper and trim ballot press sheets for further processing.

Production time for ballots is condensed to accommodate legal requirements and last minute changes required by judicial order. The highest level of equipment reliability, support and field service is needed to ensure that Election ballots are produced accurately and on time.

2.3 REQUIREMENTS AND SERVICES TO BE PROVIDED

- 1) To establish a long-term contract for the purchase of:
 - a) One 45" Automated Hydraulic Paper-Cutting System with pre-programming connectivity to Heidelberg's Prinect SignaStation, counting scale, sheet lift and unloader to be used for Election Ballots and other printed material.
 - b) One 36" Hydraulic Paper Cutter with pre-programming connectivity to Heidelberg's Prinect SignaStation.
- 2) To establish an agreement for ongoing service, software upgrades, supplies and support from factory certified technicians.

2.4 GENERAL DESCRIPTION OF EQUIPMENT

GSA seeks to obtain one new 45" Automated Hydraulic Paper-Cutting System with pre-programming connectivity, counting scale, sheet lift and unloader and one new 36" Hydraulic Paper Cutter with pre-programming connectivity for use in Materials Management Print Shop. Both cutters will be networked and receive JDF cutting instructions from Heidelberg SignaStation.

It is expected that the proposal will:

- Include all software needed for successful communication with the County's SignaStation imposition software.
- Provide time saving automation that results in reduced paper handling.
- Provide installation expertise, on-site training and exceptional support is required to ensure minimal disruption and rapidly achieving the high production expected from this system.
- Provide a system that can be used for products other than ballots.

2.5 MINIMUM FEATURES - PREFERRED

This 45" Automated Hydraulic Paper-Cutting System with Pre-Programming Connectivity to Heidelberg's Prinect Signastation, Counting Scale, Sheet Lift and Unloader with the following minimum features are strongly preferred:

Description of desired minimum features for 45" Automated Hydraulic Paper-Cutting System with Pre-Programming Connectivity to Heidelberg's Prinect Signastation, Counting Scale, Sheet Lift and Unloader	
<u>Cutting Width</u>	45" minimum
<u>Clamp Opening</u>	6" minimum
<u>Feed Depth</u>	45" minimum
<u>Table Height</u>	A table height of 36" from the floor is preferred. This is a convenient working height so the operator does not have to bend or lift. The benefits are that the operator can work at a consistent speed and reduce fatigue in an ergonomically correct position with a favorable cost/effectiveness ratio.
<u>Smallest Cut</u>	1.00"
<u>Clamp Pressure</u>	880 lbs to 8000 lbs and be continuously adjustable within the range.
<u>False Clamp</u>	A false clamp plate to protect difficult materials during cutting is required. It must be easily fitted from the front of the machine.
<u>Backgauge Speed</u>	0 -11 inches/sec
<u>Backgauge Position</u>	Read out in increments of 0.001 inches
<u>Knife Speed</u>	Minimum - 40 cycles / minute
<u>LCD Monitor</u>	LCD touch screen display. To ensure excellent readability a 15" display is preferred.
<u>Program Memory</u>	The program memory must hold at least 900 programs. The system must allow selected programs to be protected from change or deletion.
<u>Cutting Line Indicator</u>	The cutter must be equipped with an optical (light line) to provide a visual reference of the cutting edge of the knife and allow the setup of cutting programs according to the printed image or cut lines.

<u>Air Table</u>	The cutter must be equipped with an air table and blower. The air table provides a cushion of air that floats the lift so even the heaviest material can be moved, turned, or aligned easily. The air on the cutting table must be turned on and off by the cutter's internal computer control.
<u>Hand Control</u>	Manual positioning of the backgauge must be easy to perform by the use of a wheel and/or with advance/reverse-fast/slow keys for fast and precise setting of position according to a printed image.
<u>Knife Changing</u>	A simple and safe means of changing knives must be included in this proposal. A knife lifter must be included.
<u>Communication</u>	The cutter must be ready to accept JDF (CIP3/4) Commands from our prepress system.
<u>Network</u>	The cutting system must come ready for standard Ethernet network installation on the County's network.
<u>Suitable for Installation Site</u>	Delivery and installation will be to the GSA Print Shop, 2225 NW 72 Ave, Miami, Florida.
<u>Accessories</u>	P-Net Connect. Compucut Ethernet Version.
<u>General</u>	EC-Safety Package consisting of Rear Table Guard and Channel Safety Hydraulics. Backgauge compensation. Cut correction and distortion compensation. Preselection cut counter. Slow backgauge advance, programmable. Process visualization.
<u>Electrical Service</u>	The County will provide power connections for the cutting system.
Features and Accessories	
<u>Automatic Knife</u>	The cutter must have a feature that permits the knife and backgauge to move automatically through a series of parallel cuts.
<u>Step and Repeat</u>	The cutter must have a feature that permits step and repeat cuts.
<u>Programmable Features</u>	The program must allow the setting of variable pre-clamping time, variable ejector distances and adjustments for gripper position.
Safety Features	
<u>Two Hand Cut Release</u>	The cutters must be equipped with a two hand cut release switch. Lowering the blade requires simultaneous engagement and hold of the cut release buttons through the cut cycle.
<u>Repeat Cycle</u>	The cutter circuitry must self-check to protect against a repeat cycle.
<u>Light Barrier</u>	The cutter must be equipped with an electric eye light barrier to prevent the knife from lowering if an object such as an arm interrupts the beam. The barrier beams must form a tight curtain covering the whole area in front of the knife. This system must be permanent, self-controlled and continuously monitor the beam. The light source for this barrier must not be affected by ambient light. For this reason infrared is strongly favored.
Loading and Unloading Automation	
<u>Lift for Loading Paper Onto the Cutter</u>	Hydraulic lift with 2,000 lb capacity must rapidly lift paper to a predetermined height for easy loading on to the paper-jogging unit. The ergonomically designed lift will eliminate heavy lifting protecting the health and safety of the employee and while increasing productivity. Employees can lift a limited amount of material before they are exhausted. The lift must accommodate a pallet size of 31" x 47".

<u>Paper-Jogger</u>	The bed of paper jogger must be equipped with an air table. The bed must tilt left or right and permit continuously adjustable vibrating or jogging intensity. The paper jogging cycle must include air removal rollers. The air removal rollers must be integrated into the automatic operation of the jogger and permit continuously adjusting roller pressure and speed. The jogger must accommodate a sheet size of 28" x 44".
<u>Counting Scale</u>	A counting scale must be integrated into the paper-jogger. The scale must be sufficiently sensitive to count a single sheet of paper.
<u>Air Tables or Side Air Tables</u>	The brick stacked paper from the jogger must move directly onto the cutter's air table or side air tables that are provided as a bridge to the cutter. After cutting the paper must remain on the cutter's air table or side air tables that are provided as a bridge to the unloading and palletizing unit. The air on these side tables must be turned on and off in coordination with cutter's internal computer control.
<u>Unloading and Palletizing</u>	The unloading system will assemble pallets of cut material. As the pallet fills with processed paper the lift must lower automatically to the correct position for the next lift of paper to be placed on top. The loader must accommodate sheets, as they come from the cutter, cut into multiple stacks. Paper stacked on a finished pallet must be straight and stable enough to move with a pallet jack or fork lift. Stacking should be performed simultaneously with cutting. No manual lifting of material should be required. The unloader must accommodate a pallet size of 31" x 45" and at least 400 lbs.
<u>Loading and Loading Equipment Safety Features</u>	The equipment must have readily accessible emergency switches. The lift section must have a safety device to prevent the lift from being lowered onto the operator's foot.

This 36" Hydraulic Paper Cutter with pre-programming connectivity to Heidelberg's Prinect SignaStation the following minimum features are strongly preferred:

Description of desired minimum features for 36" Hydraulic Paper Cutter with pre-programming connectivity to Heidelberg's Prinect SignaStation	
General Cutter System Requirements	
<u>Cutting Width</u>	36" minimum
<u>Clamp Opening</u>	5" minimum
<u>Feed Depth</u>	36" minimum
<u>Table Height</u>	A table height of 36" from the floor is preferred. This is a convenient working height so the operator does not have to bend or lift. The benefits are that the operator can work at a consistent speed and reduce fatigue in an ergonomically correct position with a favorable cost/effectiveness ratio.
<u>Smallest Cut</u>	1.00"
<u>Clamp Pressure</u>	300 lbs to 7000 lbs and be continuously adjustable within the range.

<u>False Clamp</u>	A false clamp plate to protect delicate materials during cutting is required. It must be easily fitted from the front of the machine.
<u>Backgauge Speed</u>	0 – 7.5 inches/sec.
<u>Backgauge Position</u>	Read out in increments of 0.001 inches.
<u>Knife Speed</u>	Minimum - 30 cycles / minute.
<u>LCD Monitor</u>	LCD touch screen display. The display must be no less than 8" for ease of readability.
<u>Program Memory</u>	The program memory must hold at least 900 programs. The system must allow selected programs to be protected from change or deletion.
<u>Cutting Line Indicator</u>	The cutter must be equipped with an optical (light line) to provide a visual reference of the cutting edge of the knife and allow the setup of cutting programs according to the printed image or cut lines.
<u>Air Table</u>	The cutter must be equipped with an air table and blower. The air table provides a cushion of air that floats the lift so even the heaviest material can be moved, turned, or aligned easily. The air on the cutting table must be turned on and off by the cutter's internal computer control.
<u>Hand Control</u>	Manual positioning of the backgauge must be easy to perform by the use of a wheel and/or with advance/reverse-fast/slow keys for fast and precise setting of position according to a printed image.
<u>Knife Changing</u>	A simple and safe means of changing knives must be included in this proposal. A knife lifter must be included.
<u>Communication</u>	The cutter must be ready to accept JDF (CIP3/4) Commands from our Heidelberg Prinect Signa Stations.
<u>Network</u>	The cutting system must come ready for standard Ethernet network installation on the County's network.
<u>Suitable for Installation Site</u>	Delivery and installation will be to the GSA Print Shop, 2225 NW 72 Ave, Miami, Florida.
<u>General</u>	EC-Safety Package consisting of Rear Table Guard and Channel Safety Hydraulics. Backgauge compensation. Cut correction and distortion compensation. Preselection cut counter. Slow backgauge advance, programmable. Process visualization.
<u>Accessories</u>	P-Net Connect. Compucut Ethernet Version.
<u>Electrical Service</u>	The County will provide power connections for the cutting system.
Features and Accessories	
<u>Automatic Knife</u>	The cutter must have a feature that permits the knife and backgauge to move automatically through a series of parallel cuts.
<u>Step and Repeat</u>	The cutter must have a feature that permits step and repeat cuts.
<u>Programmable Features</u>	The program must allow the setting of variable pre-clamping time, variable ejector distances and adjustments for gripper position.
Safety Features	
<u>Two Hand Cut Release</u>	The cutters must be equipped with a two hand cut release switch. Lowering the blade requires simultaneous engagement and hold of the cut release buttons through the cut cycle.
<u>Repeat Cycle</u>	The cutter circuitry must self-check to protect against a repeat cycle.

<u>Light Barrier</u>	The cutter must be equipped with an electric eye light barrier to prevent the knife from lowering if an object such as an arm interrupts the beam. The barrier beams must form a tight curtain covering the whole area in front of the knife. This system must be permanent, self-controlled and continuously monitor the beam. The light source for this barrier must not be affected by ambient light. For this reason infrared is strongly favored.
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2.6 MOST CURRENT MODEL REQUIRED

Under the terms of this RFP, the Proposer will be required to provide the manufacturer's latest model. Only the manufacturer's most current model will be accepted for delivery and installation. Cutters and cutting systems that have been previously erected or installed outside of the integrator's facility, used for demonstration purposes, involved in a freight accident, rebuilt or repossessed will not be accepted.

2.7 NEW EQUIPMENT

New equipment is defined as equipment that is shipped from the place of manufacture to the County, either directly, through an authorized dealer or through the system integrator. The equipment and all its parts (including nuts, bolts & etc.) have not been previously used, the County being the first user. Proposals that require the assembly of the entire system at a remote location for the purpose of creating the custom software, engineering component integration and testing are encouraged and are in accord with this provision. The vendor is responsible for assuring quality parts and accessories for the entire system as described in this Section 2.0 of the RFP.

The Proposer guarantees that the proposed component equipment is standard new equipment and/or newly manufactured (latest model) and in current production with all parts regularly used with this type of equipment. No attachment or part has been substituted or applied contrary to the equipment manufacturer's recommendations and standard practices.

2.8 ON-SITE INSTALLATION AND TRAINING REQUIRED

Proposals must include delivery, installation, engineering services and a description of the operator training plan. The proposal must provide a detailed project plan to successfully complete the change over with minimal disruption of ongoing production.

2.9 MANUALS REQUIRED

Successful bidder is required to provide a set of Operator Manuals, Maintenance Manuals and all tools necessary for basic operator maintenance.

2.10 DELIVERABLES

Delivery Site Inspection

The site for delivery and installation of this system is: 2225 NW 72 Ave, Miami, Florida. The County may change the delivery/installation site at the time of the award. However, it is this location that the Proposer must survey and certify that it is suitable for operation and accessible for delivery. All liability for the equipment resides with the vendor until the installation is complete and accepted by the County.

2.11 ACCEPTANCE CRITERIA

The County will consider the installation of the equipment and software components complete when all

provisions of this proposal are satisfied and the equipment is able to produce the variety of work that is described in this proposal. The warranty period will commence only after a formal sign-off by the County, showing that the County is fully satisfied with the installation.

2.12 EQUIPMENT DELIVERY SCHEDULE

Delivery of this equipment will be made within 30-days of the issuance of the purchase order by the County or as agreed to.

2.13 MAINTENANCE, SUPPORT, AND WARRANTIES

2.13.1 SERVICE

All service will be performed by factory certified technicians using factory-authorized parts.

2.13.2 RESPONSE TIME

The vendor will be required to respond to the initial service call within one (1) hour. In addition, within a total of eight (8) hours, a service tech should have diagnosed the problem and have a plan for remediation.

The response time on a service call starts when authorized County personnel place a service call to the vendor.

2.13.3 WARRANTIES AND REPRESENTATIONS

Vendor warrants and represents that Vendor and Vendor's personnel possess such expertise, experience and resources to provide the equipment and services required under the Agreement in a diligent, timely and professional manner consistent with the highest standards of the industry. Vendor further warrants that all equipment and services provided will be in conformance with the specifications provided by Miami-Dade County and according to the following standards: new units properly wrapped and packaged. Vendor further warrants that Vendor will assign the manufacturer's warranties for equipment, hardware and software to the County or provide comparable warranties.

At minimum the equipment must be warranted for One (1) full year against defective parts and or workmanship and Six (6) months on service labor.

The vendor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the County. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

Vendor warrants and represents to the County that software systems developed, distributed, installed or programmed by Vendor pursuant to this Agreement (a) will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of the Agreement, including without limitation all specifications and/or functionality and performance requirements; (b) that all date recognition and processing by the software system will include the four-digit format and will correctly recognize and process the date of February 29, and any related data, during Leap

Years; and (c) that all date sorting by the software system that includes a "year category" will be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software systems to comply with the Agreement, Vendor will, within five (5) days and at no cost to the County, replace or correct the software system(s) that does not comply with the Agreement.

The warranties set forth above will not be subject to any disclaimer or exclusion of warranties or to any limitation of Vendor's liability under the Agreement. Vendor will provide a contact person available and authorized to remedy any non-conformity with these warranties.

The manufacturer and its authorized distributor shall guarantee that all equipment provided shall perform as specified (satisfaction guarantee). The County requires this "satisfaction guarantee" or the equipment will be replaced.

The vendor will guarantee the serviceability of this new equipment for a period of not less than fifteen (15) years. This guarantee means that the vendor will be able to supply full service maintenance and repairs on the machines offered for the life of the contract.

That during the period of guaranteed serviceability, if a vendor is unable to restore a machine to the manufacturer's standard of operation, then the contractor will replace that machine with a similar model or a different model that has identical or greater capabilities and capacities. This replacement of equipment will be made at the request of the County. This would be done after it was determined that service can no longer provide cost effective repairs.

2.13.4 PERFORMANCE MEASUREMENTS

Contractors are required to maintain a high level of performance. Performance measurements have been developed to maintain customer satisfaction and performance will be monitored in the following areas:

2.13.4.1 CUSTOMER SERVICE AND SATISFACTION

- Provide telephone customer technical support representatives during normal County business hours (Monday - Friday, 8 AM - 5 PM) to assist with routine problems and/or service calls.
- Provide field service and sales representatives to call on customers for any type of assistance pertaining to the System.
- Equipment performance will meet all the provisions on this RFP.

2.13.4.2 PRODUCT SUPPORT

- Product shall be maintained as specified by the Original Equipment Manufacturer (OEM) and in this solicitation.
- Product support will include but not be limited to providing technical assistance, contract item brochures, contract price lists, etc.
- "Vendor Non-Performance" may be used if awarded vendor does not comply with the terms and conditions of this contract, particularly the service requirement.

2.14 OPTIONAL SERVICES

During the term of the Contract, the County may request the Contractor to add additional components to the proposed system to incorporate new features and enhancements including post-warranty, enhanced, technical support services; on-site service; support and maintenance. In the proposals, the Proposers are encouraged to propose Optional Services to the County. However, the purchase of Optional Services is at the County's sole discretion. The Review Team will not consider their availability or inclusion in Proposals as a basis for proposal evaluation and ranking.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing along with a correlating CD. The original document package must not be bound and the document package copies should be individually bound. **A printed, unbound one-sided original, six (6) printed, bound copies and six (6) electronic copies on individual compact disks (CDs) in Excel, Microsoft Word or PDF format (a total of 13) of the complete proposal must be received by the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2).** The originals and all copies of the Proposal, must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The complete Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing:

- (a) the Proposer's ability to perform the work requested in this RFP;
- (b) a history of the Proposer's background and experience in providing similar services;
- (c) the qualifications of the Proposer's personnel to be assigned to this project;
- (d) the subcontractors or subconsultants and a brief history of their background and experience; and
- (e) any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP.

This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Proposers must use said format and supply said documentation.

The minimum qualification requirements for this RFP are:

The bidder should demonstrate the ability to install and service this equipment by providing documentation that shows:

- 1) That the bidder has a minimum of two hydraulic paper cutter **systems** 45" or larger installed and in Miami-Dade and Broward County or 5 within the State of Florida.
- 2) That the bidder has a minimum of two factory certified repair technicians resident in Florida.
- 3) **At minimum the equipment must be warranted by bidder for One (1) full year against defective parts and or workmanship and Six (6) months on service labor.**

5) Technical Information

- (a) Describe Proposer's project plan, methodology and recommended solutions in performing the services described in the Scope of Services (**see Section 2.0**), and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.
- (b) Provide a project schedule identifying specific key tasks and duration.
- (c) Identify if Proposer's proposed plan meets the requirements of the Scope of Services described in Section 2.0, will meet the requirements with modifications (explain how), or cannot provide the requirements.

6) Proposer's Experience and Past Performance

- (a) Describe the Proposer past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- (b) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- (c) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).

- (d) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

7) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
- (b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- (c) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- (d) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

8) Pricing

Proposer is required to fill in the attached **Form B-1 "Price Proposal Schedule"**, as formatted in order to provide the County a standard format for evaluating proposal value. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing labeled "ALTERNATE PRICE PROPOSAL". Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

Price will be evaluated based on the following criteria:

1. Total Price that includes all costs associated with providing all requirements of the RFP solicitation.
2. Detailed pricing information illustrating the price charged per phase of the project.
3. Projection of Proposer's operational or maintenance costs of this project for each year.

9) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal submission:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations
(see Section 1.17)
- Form A-3 Acknowledgement of Addenda (see Section 1.8)
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information (see Section 1.22)
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (see Section 1.29)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (see Section 1.30)
- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit (see Section 1.32)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and
Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade
County
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The Proposal must be packaged in a sealed envelope or container that should be addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

EPP-RFP No.: 602

EPP-RFP Title: HYDRAULIC PAPER CUTTER (PURCHASE), INSTALLATION, MAINTENANCE, AND SUPPORT

Proposal Due Date: December 19, 2007

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by a Review Team. The Review Team will comprise County personnel and may include members of the community, as deemed necessary. Contract award will be based on an evaluation of all items in Section 3.0. Scoring proposals is based on point totals and not a percentage factor.

4.2 PROPOSAL EVALUATION

The Review Team will evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of One Hundred (100) points per Review Team member, for all criteria. Items 1 through 4 in the following Evaluation Criteria table constitute the Technical portion for this Solicitation. A Proposer may receive the maximum points or a portion of this score depending on the merit of the proposal, as judged by the Review Team in accordance with the following criteria:

Evaluation Criteria		Points
1	Application Functionality: Proposer's approach to meet the functional and technical system specification requirements described in this solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation	30
2	Proposer's project management approach to meet County's needs as described in this Solicitation	20
3	Proposer's experience and past performance in providing the types of services requested in this Solicitation	30
4	Experience and qualifications of individuals, including subcontractors, that will be assigned to this project	10
5	Price: Price will be evaluated based on overall best value to the County	10
Total Proposal Evaluation Points		100

4.3 APPLICATION OF SELECTION FACTOR

A selection factor will be added in accordance with Section 1.7, Contract Measures, and the SBE Program Participation Provisions after review of the proposal. A Proposer entitled to a selection factor shall receive an additional ten percent (10%) of the technical section evaluation points on the technical portion of such Proposer's proposal.

4.4 PROPOSAL PRESENTATION AND PANEL INTERVIEW

The Review Team will evaluate and score all submitted written proposals from responsive and responsible Proposers. The Review Team will then rank and select an appropriate number of firms that best meet the requirements of the Solicitation in an effort to "short-list" the originally submitted proposals for final consideration. The short-listed firms may be invited to individually make an oral presentation of their proposal and participate in a panel interview. The oral presentations will be chaired by the Procurement Specialist facilitating this Solicitation. The Review Team will conduct the

interview of the Proposer under consideration.

The oral presentation will consist of a brief overview of the proposal, standard questions asked of each of the short-listed Proposers, and specific questions regarding the individual items specific to the proposal being reviewed that may require further clarification. Any additional information that the Proposer provides during these presentations will be considered to final consideration for recommendation to award this contract.

4.5 OVERALL RANKING

Overall ranking shall be determined following oral presentations, if any. The Review Team will then reconvene to evaluate the revised proposals submitted by the short-listed Proposers. The proposals will then be scored and re-ranked based on the technical proposal, price proposal, oral presentation, and the clarifications made in the oral presentations, if any. A final evaluation, in light of any additional information arising from the presentation and interview, will be conducted in order to select a top contender to recommend for award of the contract.

Following the final evaluation and re-ranking of the proposals, the Review Team will recommend to the County Manager or designee that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6- Local Preference. Upon concurrence of the County Manager or designee, the County shall enter into negotiations with the recommended Proposer.

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recently audited financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub consultants is or has been involved within the last three (3) years.

4.6 LOCAL PREFERENCE

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend to the County Manager or designee that a contract be negotiated with said local Proposer.

4.7 CONTRACT AWARD

Any negotiated contract, as a result of the RFP, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County's decision of whether to make the award and which proposal is in the best interest of the County shall be final.

SECTION 5.0 – FORM OF AGREEMENT

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

Hydraulic Paper Cutter Systems (Purchase), Installation, Maintenance, and Support

Contract No. EPP-RFP 602

THIS AGREEMENT made and entered into as of this _____ day of _____ 2008, by and between _____, a corporation organized and existing under the laws of the _____ State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Hydraulic Paper Cutter System (Purchase), Installation, Maintenance, and Support, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's EPP-Request for Proposals (RFP) No. 602 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such On-line Arts Grants Application and Management System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), EPP-RFP No. 602 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2 - ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's EPP-RFP No. 602 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3 - RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4 - NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5 - CONTRACT TERM

The Contract shall become effective on the date set forth above and shall be for duration of one (1) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for ten (10) additional one-year periods. The County reserves the right to exercise its option to extend this 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. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6 - NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Department of Cultural Affairs
111 NW 1st Street, Suite 625
Miami, FL 33128-1974

Attention: Steve Schmuger
Phone: (305) 592-3016
Fax: (305) 592-3616
E-Mail: ssch@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 NW 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Jose L. Rivero
Phone: (305) 375-4417
Fax: (305) 375-5688
E-Mail: jlriver@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7 - PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8 - PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

- a) The Contractor agrees that pricing for any Software and services shall be as stipulated in the Appendix B Price Schedule.
- b) With respect to prices for maintenance services, the prices shall be those set forth in the Price Schedule.
- c) With respect to Software customization services, the hourly rates shall be those as specified in the Price Schedule.
- d) Contractor represents that all prices, warrants, benefits and other terms being provided hereunder are equal to or better than the terms being offered by the Contractor to its current customers, ordering similar volumes of Equipment, Software and services. If during the term of this Agreement the Contractor enters into an agreement with any other customer providing such customer with more favorable terms, then this Agreement will be deemed appropriately amended to provide such terms to the County.

ARTICLE 9 - METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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 days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
General Services Administration
2225 NW 72nd Avenue
Miami, FL 33122

Attention: Steve Schmuger

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10 - INDEMNIFICATION AND INSURANCE

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. Public Liability Insurance on a comprehensive basis in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

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

NOTE: DADE COUNTY BID NUMBER AND TITLE OF PROPOSAL MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance

certificates are scheduled to expire during the contractual period, the Contractor 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 herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11 - MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12 - EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

Each employee shall have and wear proper identification.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14 - AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements

or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15 - MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16 - QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17 - AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18 - SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19 - CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20 - SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall

neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21 - ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22 - SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23 - TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i) stop work on the date specified in the notice ("the Effective Termination Date");
 - ii) take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii) cancel orders;
 - iv) assign to the County and deliver to any location designated by the County any

noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

- v) take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

- i) portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
- ii) noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24 - EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis.
- ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff Personnel;
- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
- vii. the Contractor has failed in the representation of any warranties stated herein.

- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request

an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25 - NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26 - REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27 - PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party

proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28 - CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees

to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29 - PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30 - PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or

distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31 - BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business

engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32 - INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications,

proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33 - LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would,

in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34 - NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35 - CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36 - PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37 - BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38 - GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39 - COUNTY USER ACCESS PROGRAM (UAP)

A. 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 Contractor 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.

B. 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 County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor 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 Contractor 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.

The County shall have no liability to the Contractor 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 Contractor and shall be paid by the ordering entity less the 2% UAP.

C. Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40 - PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

ARTICLE 41 - STATEMENT OF WORK

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 42 - REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope Of Services, and as specified herein. The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 57 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - Suspend all Work being performed in regard to the execution of the

Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.

- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 43 - DELIVERY AND INSTALLATION

- a) All Software and/or Deliverables the County ordered shall be delivered F.O.B. Destination. The County shall accept or reject the Software and/or Deliverables within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Software and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Software and/or Deliverable or may accept any item of Software and/or Deliverable and reject the balance of the delivered Software and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Software and/or Deliverables for such items of rejected Deliverables and/or Software within fifteen (15) Days of Contractor's receipt of the County's rejection notice.
- c) The County may delay delivery of ordered Software, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Software and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Contractor's desire to delay delivery.
- d) The Contractor shall deliver all ordered Software and/or Deliverables no later than thirty (30) days from the order date.
- e) The Contractor shall bear the risk of loss or damage to delivered Software and/or Deliverables until the time the Project Manager certifies that the System(s) has

successfully completed the System Acceptance test at the applicable site, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

- f) Contractor agrees to install the Software at the applicable Sites set forth in the Contract. Contractor agrees to commence installation of the Software as soon after delivery as is possible, but in no event later than five (5) Days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Software is in good working order and ready for use by the Installation Date set forth in the Implementation Schedule.
1. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.
 2. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment and Software; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 43.
 3. All cabling provided by Contractor shall be neatly laced, as applicable, dressed, sheathed and adequately supported. When required by local codes, Contractor agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Equipment is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the County. If required by any applicable Federal, State or local laws or codes, Contractor shall ensure that all items of Equipment are firmly held in place in a manner so as to protect such Equipment from seismic shock. In this regard, Contractor agrees to provide fastenings and supports adequate to support

Equipment loads with an ample safety margin.

- g) Installation testing shall consist of the tests described in Contractor's proposal dated, which are to be conducted by Contractor and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 44 - SOFTWARE

The Contractor shall provide the County with documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

- a. In the event the County purchases a license for Licensed Software, the Contractor shall provide to the County the computer programs (the "Programs"), other materials related thereto (the "Documentation") with the Programs.
- b. The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third party software, which shall be perpetual and irrevocable. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions, which in the County's sole discretion, are acceptable to the County. The terms and conditions of such sublicense agreements, at a minimum, shall include, but not be limited to the right of the County: (i) to make multiple copies of the third party software; (ii) to use the third party software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and, (iii) to maintain and modify the third party software without restriction.

ARTICLE 45 - SOFTWARE LICENSE

- a. The Contractor hereby grants to the County, and/or its agents, suppliers and vendors, a perpetual, non-exclusive, irrevocable license to use, the Contractor's Licensed Software, if purchased by the County, in both source and object code for any purpose not expressly forbidden by the terms hereof and as more fully described in Articles 46 and 48 "Scope of License" and "Software Revision". Such license shall include but not be limited to the unrestricted right of the County to provide Licensed Software, including the source code and object code forms thereto, the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.
- b. The Contractor shall require that its subcontractors and suppliers also grant to the County,

and/or its agents, suppliers and vendors, perpetual, non-exclusive, irrevocable licenses to use the third party software, in both source and object code form for any purpose not expressly forbidden by the terms hereof. Such licenses shall also include, but not be limited to, the unrestricted right of the County to provide the third party software, including the source and object code forms thereof and the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

- c. As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Contractor's Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

ARTICLE 46 - SCOPE OF LICENSE

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned, controlled or contracted for, by the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County or which may assume the responsibilities of the County or any successors of the County. Irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee, which license fee is set forth herein, provided however that the County orders such Licensed Software.

ARTICLE 47 - SOFTWARE RELATED DOCUMENTATION

The Licensed Software-related Documentation ("Documentation") will consist of the source code for all Licensed Software for which source code is a Deliverable hereunder, any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; control file and scripts used to compile, link, load and/or make the applications and systems; test scripts, test plans and test data and other materials for use in conjunction with the applicable software. The Documentation will in all cases be fully applicable to the use of the Programs with the Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the Programs. The Contractor shall deliver to the County three copies of said Documentation. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary.

ARTICLE 48 - SOFTWARE REVISIONS

The County will have the right, in its own discretion, to independently modify any Licensed Software through the services of its employees, agents, contractors or subcontractors and, for such purposes, may disclose the Licensed Software, or any portion thereof, to such employees, agents, contractors or subcontractors. As between the County and the Contractor, such modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations as set forth in Article 51 - Software Warranties.

ARTICLE 49 - SOFTWARE ENHANCEMENTS/MODIFICATION

The Contractor understands the County may require changes to the Licensed Software, which is outside the specification of the existing Licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a scope of work and the Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

Thereafter the County and the Contractor shall agree to a not-to-exceed number of hours for the requested modification/enhancement. In no event shall the Contractor perform any Services on the task unless the County issues a written notice to the Contractor to proceed with the task. The Contractor shall not be reimbursed for the preparation of proposals.

When the source code is completed, tested and accepted by the County, the Contractor shall deliver said source code to the County. The County may revise and modify this source code. The Contractor shall, upon the County's request, install the enhancement/modification and shall provide the County with such services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software. Following the County's enhancements/modification acceptance of all enhancements/modification, such enhancements/modification shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

If any such enhancements/modification is not acceptable to the County, the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.

ARTICLE 50 - OWNERSHIP OF LICENSED SOFTWARE

The Contractor hereby warrants and represents that the Contractor possesses all rights to and interests in the Licensed Software, and all portions thereof, or otherwise have the right to grant to the County the licenses provided in Articles 44, 45, 46 and 47 "Software", "Software License", "Scope of License", and "Software Related Documentation" hereof, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor. The Contractor further represents and warrants that the County has the right to modify the Licensed Software as defined in Article 44, "Software", hereof, for the County's use. The Contractor shall require that all suppliers of third party software hereunder furnish to the County the foregoing warranties of ownership with respect to the third party software.

ARTICLE 51 - SOFTWARE WARRANTIES

The Contractor warrants that (i) all Licensed Software provided by the Contractor will be of a high level language that is commercially available and for which software tools are available; (ii) the Licensed Software shall be capable of being copied by the County; (iii) the Licensed Software shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to

be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and the Scope Of Services; and (iv) the Licensed Software and each module and function thereof shall be capable of operating fully and correctly on the combination of the Equipment and Software furnished by the County.

ARTICLE 52 - SOFTWARE WARRANTY PERIOD

The Contractor warrants that, for a period of one (1) year from the County's final acceptance of the System at a specific site, the Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement, (iii) meet all of the performance standards set forth in the Scope of Work and Contractor's proposal.

In the event the Software does not satisfy the conditions of performance set forth in the Scope Of Services and Contractor's proposal. The Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope Of Services and Contractor's proposal. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 53 - SYSTEM(S) WARRANTIES

- a) Contractor hereby represents and warrants to the County that Contractor has reviewed and evaluated all information furnished by the County and has made all inquiries necessary such that Contractor is fully aware of the County's business requirements and intended uses of the System(s) as set forth or referenced in this Agreement. Accordingly, the System(s) shall satisfy such requirements in all material respects and will be fit for such intended uses. Based on the Contractor's analysis of the Contract Documents, the Contractor hereby represents and warrants to the County that the System(s), as described in the Scope Of Services, will meet the County's objectives as set forth in the Contract and that the Contractor is not aware of any material discrepancies among the County's objectives as set forth in the Scope Of Services.
- b) Contractor hereby warrants to the County that the Software System(s) to be furnished hereunder at each Site, shall for a period of one (1) year from the applicable System Acceptance Date for a specific Site, (i) operate at the dependability levels specified in the Scope Of Services, on a Site by Site basis; (ii) operate as fully integrated System(s) with each component thereof functioning completely and in conjunction with each of the other components of the System(s).
- c) For a period of one (1) year from the applicable System Acceptance Date for a specific Site, Contractor warrants that the portions of the System(s) which were the subject of such System Acceptance Test shall conform to the requirements of the Scope Of Services and shall meet the functional, performance and reliability requirements of the County as set forth in the applicable portions of the Scope Of Services and the Contractor's proposal. During such one (1) year period for such Site, Contractor will, at no charge to the County, furnish such materials and services as shall be necessary to correct any System(s) defects

and maintain the System(s) in accordance with the foregoing system(s) warranty of this subparagraph d).

- d) The performance standards for the System(s) are as set forth in the Contract. Contractor represents and warrants that the System(s) have been configured so that such System(s) performance standards are capable of being met. Such System(s) performance standards shall include, but not be limited to, Contractor's warranty that the System(s) has been properly configured to be capable of handling both the current and the anticipated volumes of transactions specified in the Scope of Services.

ARTICLE 54 - EQUIPMENT WARRANTY

- a) The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that any Equipment, Hardware and related Software provided by the Contractor shall:
 - (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
 - (ii) Function properly and in conformity with the warranties in this Agreement;
 - (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacturer's published specifications.
- b) During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.
- c) During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.
- d) In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 55 - THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and

representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 51 "Software Warranties", and 52 "Software Warranty Period".

ARTICLE 56 - TESTS

- a) Each System provided to the County and installed at a specific site will be subject to several tests, including a System Acceptance test as further defined in the Scope of Service and Contractor's proposal. In order to assure System performance, the County will require a sequence of tests that shall be conducted at no additional cost the County.
- b) Prior to shipment, Contractor shall fully inspect and test the first article of each item of Software when first ordered by the County, and provide evidence thereof in the form of an inspection and/or test report that the items perform in accordance with the Original Software Manufacturers specifications and the requirements set forth in the Scope of Services. Contractor shall not ship any Software unless it has received the County's written approval, that the Software has satisfied the First Article Test criteria.
- c) Within ten (10) days after issuance of the County's written approval of the First Article test results the Contractor shall deliver a prototype of the System for testing by County personnel. Contractor shall not ship any additional Software until it has received the County's written approval that the prototype system has satisfied all parameters identified in the Scope of Services and Contractor's proposal.
- d) Upon issuance, the County's written approval of the Prototype Test results Contractor may commence to furnish, deliver and install System(s) and other ancillary equipment and Software provided that Orders have been issued by the County.

ARTICLE 57 - EXTENSION OF TIME

- a. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
 - i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
 - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
 - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
 - iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the

Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.

- b. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- c. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- d. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- e. Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
- g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 58 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to assess liquidated damages

or to declare the Contractor in default.

ARTICLE 58 - EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 57 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 59 - NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 57, 58, and 59 "Extension of Time", Extension of "Time Not Cumulative", and "No Damages for Delay".

ARTICLE 60 - CHANGES AND EXTRA WORK

- a. The County reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager. Extra Work so ordered must be performed by the Contractor.
- b. No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof or incurring cost attributable thereto, give written notice to the Project Manager stating why he/she deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the County to take such action as it may deem advisable in light of such disputed work.
- c. No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to

be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The County may only be bound hereunder by a properly authorized officer of the County.

- d. In the event that the County shall order Extra Work for which there are no applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager, it is understood and agreed by the Contractor that the County and the Contractor shall negotiate a mutually agreeable price to be paid by the County for the Contractor's performance of such Extra Work.

ARTICLE 61 - MAINTENANCE SERVICES

During the System(s) Warranty Period, Contractor shall provide maintenance services for the Software, as described herein, to the County at no additional cost. Thereafter, the Contractor shall provide maintenance services for the remaining term of the Agreement and all optional options to renew or extensions. The County may request that the Contractor provide maintenance services beyond the Agreement; in which case such terms may be extended by providing written notice to Contractor, 120 days prior to the applicable anniversary date.

- a. Contractor shall maintain the applicable System(s) purchased hereunder, including but not limited to the licensed internal code and firmware, in good condition and working order and in conformity with the warranties set forth herein and the Scope of Services and Contractor's Proposal. Notwithstanding, the aforementioned, the Contractor shall provide service to coordinate maintenance activities for and on behalf of the County.
- b. In addition to the foregoing, Contractor shall make available to the County, all engineering changes and updates or enhancements to the Software released during the term of maintenance services hereunder. Such updates and enhancements shall be deemed part of the Software for purposes of this Agreement. For all such changes, equipment updates and enhancements, Contractor shall provide to the County such revised documentation as the County deems necessary.
- c. Diagnostic services to be provided shall consist of:
 - i. Immediate analysis of such abnormal conditions and failures by skilled technical personnel;
 - ii. Formulation of an action plan;
 - iii. Initiation of remedial services including locating and expediting components needed for the repair.

Following any field repair, Contractor shall confirm and validate the remedial services performed. All requests for service by the County shall be made to an 800 number which Contractor shall provide and pay for.

- d. Contractor shall provide remedial maintenance services (which include repair and replacement of unserviceable parts) with respect to the Software on an unscheduled basis. Such remedial maintenance services shall be performed in accordance with the Scope Of Services and Contractor's proposal and as follows:
 - i. Maintenance service shall be provided, between the hours of 8:00 A.M. to 5:00 P.M., Mondays through Fridays, upon e-mail notification or telephone request by the County. Such maintenance services shall be considered part of standard maintenance and the County shall incur no additional charge.
 - ii. In the event of damage to the Software due to circumstances beyond Contractor's control such as vandalism and accidents, Contractor shall replace Software and shall be paid by the County based on the prices for the applicable items set forth in the Price Schedule.
- e. Contractor shall provide a level of maintenance service such that each and every System achieves the performance standards set forth in the Scope of Services.
- f. Contractor shall provide all parts, materials, labor (including adequate staffing levels to handle all maintenance demands), testing software, tools vehicles, maintenance facilities and all other items required to perform the maintenance services hereunder.
- g. In the event of any failure, malfunction, defect or other problem with the Software System(s), the County shall call a designated local or 800 telephone number. Contractor shall respond to such calls within thirty (30) minutes. Upon such determination of a need for remedial maintenance on any System(s) covered by this Agreement, Contractor will respond as set forth herein, and render continuous efforts to remedy the malfunction, and such efforts shall include, if necessary, additional higher level personnel on site.

ARTICLE 62 - SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

SECTION 6.0 – ATTACHMENTS

Form A-1	Cover Page for Proposal
Form A-2	Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation
Form A-3	Acknowledgment of Addenda
Form A-4	Disability Non-Discrimination Affidavit
Form A-5	Local Preference Information
Form A-7.1	Proposer's Disclosure of Subcontractors and Suppliers
Form A-7.2	Proposer's Disclosure of Fair Subcontracting Policies
Form A-8	Affirmative Action Plan/Procurement Policy Affidavit
Form A-10	Miami-Dade County Collection of Taxes, Fees and Parking Tickets Proposers not in Arrears Affidavit
Form A-12	Code of Business Ethics
Form A-13	Domestic Violence Leave Affidavit
Form B-1	Price Proposal Schedule
Attachment A	System Requirement Checklist

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON: Name: _____ Title: _____		
MAILING ADDRESS: Street Address: _____ City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE: _____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____		
IF CORPORATION, Date Incorporated/Organized: _____ State Incorporated/Organized: _____ States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
CRIMINAL CONVICTION DISCLOSURE: Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any 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 years shall disclose this information prior to entering into a contract with or receiving funding from the County. ☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
PROPOSER'S AUTHORIZED SIGNATURE The undersigned hereby certified that this proposal is submitted in response to this solicitation. Signed By: _____ Date: _____ Print Name: _____ Title: _____		
A-1 Rev. 1/23/07		

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Firm/Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of county personnel regarding this solicitation MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by _____, a _____, who is personally known _____ (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced _____ as identification and who did/did not take an oath.

 Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Form A-4
DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (____) _____

I, _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

 Signature

 Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
 (Date)

by _____ . He/She is personally known to me or has
 (Affiant)
 presented as identification.

 (Type of Identification)

 (Signature of Notary)

 (Serial Number)

 (Print or Stamp Name of Notary)

 (Expiration Date)

Notary Public _____ Notary Seal
 (State)

LOCAL BUSINESS PREFERENCE

4. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

5. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

6. Proposer 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 Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

- ☐ a) Proposer 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.
- ☐ b) Proposer contributes to the County’s tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2007. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Name of Firm: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative:

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____. He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-7.1
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Proposer: _____

RFP Name: _____

RFP Number: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or Proposer will not utilize subcontractors or suppliers on the contract. The bidder or Proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or Proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

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

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

Signature of Proposer's Print Name Print Title Date Authorized Representative

(Duplicate if additional space is needed)

Form A-7.1(new 5/7/99)

Form A-7.2

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative:

Title: _____ Date:

Firm Name: _____ Fed. ID No.

Address: _____ City/State/Zip:

Telephone: (____) _____ Fax: (____) _____



Form A-8

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
 (Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the proposer of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of ____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ Signature _____ Signature

Witness: _____ Signature By: _____ Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

Rev. 7/1/04

Form A-10

**PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,
FEES AND PARKING TICKETS HAVE BEEN PAID**

**(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
and**

**THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)**

I, _____, being first duly sworn, hereby state
and
certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the _____ (fill in the title of
the position
held with the Proposer) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes (- including but not limited to, real and personal property taxes, utility taxes, and local business and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: _____, 20____
Signature of Affiant Date

Printed Name of Affiant and Title
Number

____/____/____/____/____/____/____
Federal Employer Identification

Printed Name of Firm

Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____.

by _____ . He/She is personally known to me or has presented

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

Form A-12
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
 - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
 - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
 - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
 - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
 - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from

future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

CODE OF BUSINESS ETHICS
[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 _____
 Signature of Affiant Date

 Printed Name and Title of Affiant

 Federal Employer Identification Number

 Printed Name of Firm

 Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.

 Type of Identification

 Signature of Notary

 Serial Number

 Print or Stamped Name of Notary

 Expiration Date

Notary Public, State of _____

MIAMI-DADE COUNTY

I, _____, being first duly sworn state:

Affiant

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

Address of Firm

a:\family leave affidavit.doc
REVISED 04/01/98

FORM B-1
PRICE PROPOSAL SCHEDULE

Form B-1
Price Proposal Schedule

EPP-RFP 602

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein; there is no exception allowed to this requirement. Proposer is requested to fill in the applicable blanks on this form and to make no other marks. (For information regarding submitting a price proposal in an alternate format, please refer to the RFP Section 3.2)

The Proposer must submit this Form B-1 "Price Proposal Schedule" together with the technical portion of the Proposal in one package.

A. PROPOSED PRICE

The Proposer shall state its price for providing all equipment and services as stated in Section 2.0 - Scope of Services. The details of warranty and support must be listed in detail in Section

B. BREAKDOWN OF PROPOSED PRICE.

TOTAL PROPOSED CASH PRICE FOR THE 45" AUTOMATED HYDRAULIC PAPER-CUTTING SYSTEM WITH PRE-PROGRAMMING CONNECTIVITY TO HEIDELBERG'S PRINECT SIGNASTATION, COUNTING SCALE, POWER LIFT AND UNLOADER AND 36" AUTOMATED HYDRAULIC PAPER CUTTER WITH PRE-PROGRAMMING CONNECTIVITY TO HEIDELBERG'S PRINECT SIGNASTATION AS PER SECTION 2.0, ALL RELATED SERVICES, AND ALL FREIGHT CHARGES:

\$ _____

Notes:

1. This portion of the price form will be used for price scoring purposes.
2. The Proposer shall list all equipments included in the proposed system.

Proposers who do not submit pricing for this section (proposed price) in accordance with this Form B-1, or who qualify or place any conditions on price will not receive evaluation points for the price portion.

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the table below. The description of the items is detailed in Section 2.4

Description of 45" Automated Hydraulic Paper-Cutting System with Pre-Programming Connectivity to Heidelberg's Prinect Signastation, Counting Scale, Power Lift and Unloader And 36" Automated Hydraulic Paper Cutter with Pre-Programming Connectivity to Heidelberg's Prinect Signastation.		Price
45" Cutter	Equipment Manufacturer & Model Number:	\$
Software Connectivity for 45" Cutter	Equipment Manufacturer & Model Number:	\$
Power Lift	Equipment Manufacturer & Model Number:	\$
Paper Jogger and Counting Scale	Equipment Manufacturer & Model Number:	\$
Unloading System	Equipment Manufacturer & Model Number:	\$
36" Cutter	Equipment Manufacturer & Model Number:	\$
Software Connectivity for 36" Cutter	Equipment Manufacturer & Model Number:	\$
Total Proposed Price		\$

* Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.

* Please attach additional sheets if needed, to explain cost breakdown listed above.

The following portions of the Price Proposal Schedule form will be used for information purposes only.

B(1). OPTIONAL LEASE PURCHASE

Description	Price
Contract Term: 72 Month Lease Purchase	
Monthly Lease Payment	\$
Annual Imputed Interest Rate	%
Lease Buyout Amount (actual dollar amount)	\$
Total Proposed Price	\$

Notes:

The County **does not** sign Third-Party Leases.

C. OPTIONAL SERVICES

The Proposer shall state its price for providing all Optional Services as requested in Section 2.14 of this solicitation document in the table below or attach additional sheets with a detailed breakdown if needed. ***These prices should not be included in the Proposer's Total Proposed Price.*** Unless otherwise negotiated by County and Contractor, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including any option-to-renew periods.

Description	Price
Post Warranty Support Options – Provide Detailed Plan	\$
Discount off manufacturers list for replacement parts	% off list
	\$
	\$

D. ADDITIONAL SERVICES

Proposer must provide rates for disciplines of its personnel for any additional services requested by County which are not part of this Scope of Services, but may become necessary at a later time.

Position Description	Price
Account Executive/ Project Manager (Hourly Rate)	\$
Cutter Services Electrician	\$
Cutter Services Technician/Mechanic	\$
Other (As listed in the <u>Proposal Response</u>)	\$

E. COUNTY USER ACCESS PROGRAM (UAP)

Joint purchase and entity revenue sharing program

For the County's information, the Proposer is requested to indicate, at '1' and '2' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.0 of this Solicitation. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the Proposer's expression of general interest in '1' and '2' below is for the County's information only and **shall not be binding** on the Proposer.

1. If awarded a contract as a result of this Solicitation, would Proposer 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 **within** the geographical boundaries of Miami-Dade County?

Yes____ No____

and

2. If awarded a contract as a result of this Solicitation, would Proposer 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____

Proposer: _____

Authorized Signature: _____

Print Name and Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____)_____ Fax (____)_____

E-Mail: _____

EXHIBIT – A

SYSTEM SPECIFICATIONS

Proposed EPP-RFP 602		
45" Cutter		
Vendor / Date		
Make / Model		
Manufacturing Warranty Period -Parts		years
Manufacturing Warranty Period -Labor		months/years
Delivery		days
Connectivity Software		inches
Power Lift		
Vendor / Date		
Make / Model		
Manufacturing Warranty Period -Parts		years
Manufacturing Warranty Period -Labor		months/years
Delivery		days
Paper Jogger and Counting Scale		
Vendor / Date		
Make / Model		
Manufacturing Warranty Period -Parts		years
Manufacturing Warranty Period -Labor		months /years
Delivery		days
Unloading System		
Vendor / Date		
Make / Model		
Manufacturing Warranty Period -Parts		years
Manufacturing Warranty Period -Labor		months/years
Delivery		days
36" Cutter		
Vendor / Date		
Make / Model		
Manufacturing Warranty Period -Parts		years
Manufacturing Warranty Period -Labor		months/years
Delivery		days