



PUBLIC HEALTH TRUST / JACKSON HEALTH SYSTEM

INVITATION TO BID

SEALED BID NO:

TITLE:

TERM:

OPENING DATE:

OPENING TIME: 1 P.M.

OPENING LOCATION: HOLTZ CENTER B069

DEADLINE FOR QUESTIONS:

LIVING WAGES APPLIES: NO

INSURANCE REQUIRED: NO/YES

**ISSUED BY:
PUBLIC HEALTH TRUST / JACKSON HEALTH SYSTEM
PROCUREMENT MANAGEMENT DEPARTMENT
1611 NW 12TH AVENUE
HOLTZ CENTER, ROOM B066
MIAMI, FLORIDA 33136**

Visit our web site at www.um-jmh.org and go to the Jackson Health System tab followed by the Procurement section to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations, the applicable Procurement Policy and Regulations.

SEALED BID:
OPENING DATE:
TIME: 1:00 p.m.

INVITATION TO BID – SUBMITTAL FORM

FIRM'S NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

ADDRESS FOR PLACING ORDERS:

PHONE NUMBER FOR PLACING ORDERS: _____

The Public Health Trust (PHT) / Jackson Health System (JHS) is exempt from all taxes (Federal, State and Local). Bid Price should be less all taxes. The Finance Department on request will furnish tax exemption certificate.

The PHT standard payment term is 45 days. Indicate your payment discount here _____.
If none is offered so indicate.

The undersigned hereby certifies that this Bid is submitted in response to this solicitation in accordance to the terms and conditions set forth and that the Bidder will accept any award as a result of this bid.

If no bid, please indicate reason:

Signed By: _____

Print Name: _____

Title of Officer: _____

Date Signed: _____

E-mail Address: _____

INSTRUCTIONS FOR MAILING A SEALED BID RESPONSE AND SAMPLES

These instructions apply to all offers made to The Public Health Trust/Jackson Health System by prospective vendors submitting an Invitation to Bid (ITB).

Please read terms and conditions carefully before completing the ITB.

VENDOR'S RESPONSIBILITY FOR SUBMITTING AN ITB IS AS FOLLOWS:

1. Each bid returned to the Public Health Trust/Jackson Health System must have the following information clearly marked on the face of the sealed bid envelope and/or shipping box:
 - a. Bidder's Name & Return Address
 - b. Bid Number
 - c. Bid Title
 - d. Opening Date
2. The Bidder shall **submit original** quotation set with all its bid pages/documents **and a copy** with its entire bid pages/documents in one envelope (if possible), properly signed and completed.
3. Each alternate quotation shall be submitted in the same format as the original with all its bid pages/documents and a complete copy with its entire bid pages/documents. Alternate quotes must be clearly marked on front cover.
4. If bids are being submitted at the same time for different Bid Openings, each distinct bid shall be placed in separate envelopes and each envelope shall carry proper identification as outlined above.
5. If for any reason you cannot submit a bid, it would be appreciated, for the record, if you would complete and return page two (2) of this Bid Package stating reason for no bid.
6. Bidders are encouraged to attend the Bid Opening to obtain bid results.

VENDOR'S RESPONSIBILITIES FOR SUBMITTING SAMPLES IS AS FOLLOWS:

1. Samples must be submitted within three (3) days from the time requested.
2. Samples shipped must have the following information clearly marked on the face of envelope and/or shipping box:
 - a. Bidder's Name & Return Address
 - b. Bid Number
 - c. Bid Title
 - d. Opening Date

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) "Bid" means, any offer(s) submitted in response to this solicitation.
- b) "Bidder" means anyone submitting a Bid in response to this solicitation.
- c) "Bid Solicitation" mean this solicitation documentation including any and all amendments.
- d) "COUNTY" means Miami-Dade County acting through its Board of County Commissioners, County Manager and as otherwise authorized by law.
- e) "CPO" means the Trust's Chief Procurement Officer appointed by the President/CEO who serves as the principal public purchasing official for the Trust.
- f) "Department" means _____.
- g) "Final Acceptance" means when the PHT sends notice to the Contractor that the system performs as specified in this ITB.
- h) "President/CEO" is the President/Chief Executive Officer of the Trust.
- i) "Responsible Bidder" a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- j) "Responsive Bidder" a person who has submitted a bid that conforms in all material respects to the solicitation.
- k) "Solicitation" means this Invitation to Bid (ITB) and all associated amendments and attachments.
- l) "Subcontractor," "Sub-vendor" or "Sub-consultant" means 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 PHT, whether directly or indirectly, on behalf of the Contractor.
- m) "Trust" or "PHT" means Public Health Trust of Miami Dade County, Florida.
- n) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Specification Section and the terms and conditions of this Solicitation.

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

These General Terms and Conditions apply to all offers made to The Public Health Trust/Jackson Health System (herein after referred to as "Trust" or "JHS") by all prospective vendors (herein after referred to as "Bidders") on behalf of ITB.

2. CONTENTS OF BID

A. GENERAL CONDITIONS

Bidders are required to submit their quotations in conjunction with the following expressed conditions:

- 1) Bidders shall thoroughly read the specifications, schedules, instructions and all other bid documents as bid documents frequently change for each ITB. Former Bidders shall not assume that this document contains the same terms and conditions that were supplied in the past. The Trust is not obligated to identify minimal or substantial modifications to bid documents.
- 2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Trust, or the compensation to the vendor.
- 3) Bidders are advised that all Trust contracts are subject to all legal requirements contained in the Miami-Dade County Purchasing Ordinance, State and Federal Statutes, and/or the Trust's Procurement Policy and Regulations. When conflicts between this ITB and these legal documents occur, the higher authority shall prevail.
- 4) Bidders can obtain a copy of the Trust's Procurement Regulations by visiting our website at www.um-jmh.org/ and following the links to Procurement.

Note: The item(s) to be furnished under these provisions and specifications are for use by the Trust, any other Miami-Dade County Department and all Primary Care Centers.

B. COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the applicable laws, codes, implementing regulations, ordinances, rules and orders. The affidavits listed and described under this paragraph must be completed and submitted within ten (10) working days of staff notification to the Purchasing Subcommittee of staff's recommendation to award this contract but prior to award. If a Bidder has filed these Affidavits with the Public Health Trust within a year of the date of submission of the response to this request and such previously submitted Affidavits remain current and accurate, Bidder must complete and submit the "Affidavit of Continued Compliance" (Form A-11). If any changes or additional information needs to be disclosed to the Public Health Trust, new affidavits with such disclosures must be submitted. By completing and submitting said affidavits, the Bidder affirms continued compliance with the provisions of the Trust and Miami-Dade County Code, ordinances, resolutions, and policies and procedures, as may be amended.

Bidders must be familiar and in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail. These legal requirements include, but are not necessarily limited to:

1) INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEWS

Pursuant to the Code of Miami-Dade County, Section 2-1076, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Trust has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Trust or County deems it appropriate to do so. Upon written notice from the Trust, the Contractor shall make available, to the IPSIG retained by the Trust, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Trust will be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's fees for the Work under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Contractor, its officers, agents, employees and assignees.

Nothing contained in this provision shall impair any independent right of the Trust to conduct, audit, or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this provision are neither intended nor shall the Contractor construe them to impose any liability on the Trust.

2) MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses 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 shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General'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 from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change 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.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

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 Trust; (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 Trust 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 Trust contracts including, but not limited to, those contracts specifically exempted above.

3) DISABILITY NON-DISCRIMINATION AFFIDAVIT

Bidders shall certify continued compliance with The Americans with Disabilities Act of 1990, as may be amended and other laws prohibiting discrimination on the basis of disability. Bidder must submit Disability Non-Discrimination Affidavit prior to the award of contract.

4) LOCAL BUSINESS 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 Bidder, which meets all of the following:

1. a business that has a valid 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.

In accordance with the Procurement Regulations Section XIII. D. 2 (a) Invitation to Bid. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within ten percent (10%) of the price submitted by the non-local business, then that non-local business and each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. Contract award shall be made to the responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

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

The Bidder must complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Bid Response in order to be considered for Local Preference.

5) **FAIR SUBCONTRACTING PRACTICES**

In accordance with the Code of Miami-Dade County, Section 2-8.8, for all contracts in which a bidder may use a subcontractor, prior to contract award, the bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the bidder from receiving the contract.

The Trust encourages bidders to adopt policies and procedures which:

- (a) Notify the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- (b) Invite local subcontractors to submit bids in a practical, expedient way;
- (c) Provide local subcontractors access to information necessary to prepare and formulate a subcontracting bid or proposal;
- (d) Allow local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
- (e) Award subcontracts based on full and complete consideration of all submitted bids and in accordance with the bidder's stated objectives.

The term "subcontractor" means a business independent of a bidder to perform a portion of the contract.

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

The term "first tier subcontractor" is defined as subcontractor having a direct subcontracting contractual relationship with the Bidder, as evidenced through some form of written agreement.

6) FLORIDA STATUTES ON 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. Attached is a Public Entity Crime Disclosure Affidavit that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

7) MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

Miami-Dade County requires business entities to complete a registration application with the Public Health Trust. All vendors/manufacturers are required on an annual basis to register with the Trust by completing a Business Registration Application before receiving an award. For your convenience you may download the Business Entity Registration Application from our website at www.um-jmh.org then press procurement, and download. If you need help in completing this application, or have any questions concerning purchasing related matters, please contact the Vendor Coordinator, Jennifer Jagbir at (305) 585-5815. This centralized process enables a single application to establish contract with the PHT requesting goods and services. If the registration application has been submitted within the last twelve (12) months a Continued Compliance form must be submitted (**see Section 7 Form A-11**).

Ownership Disclosure: In accordance with Miami-Dade County Code, Section 2-8.1 (d) (1), firms doing business with Public Health Trust must fully disclose their legal name, physical address and ownership. Publicly Traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this ITB.

Employment Disclosure: In accordance with Miami-Dade County Code Section 2-8.1 (d) (2), firms contracting or transacting business with the County are required to submit additional contractor disclosure as to composition of work force, payment of health insurance benefits, and existence of collective bargaining agreement and a current breakdown of the entity's work force and ownership as to race, national origin and gender. Publicly Traded Corporations who comply with the ownership disclosure requirements of this section are exempt from these requirements.

The Miami-Dade Business Entity Affidavit must be completed and notarized, unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

Employee Conflict of interest : Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any PHT employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with The Public Health Trust or any person or agency acting for the Public Health Trust 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 the Public Health Trust or any person or agency acting for The Public Health Trust 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 at 305 579-2594.

Willful failure to comply with this section or knowing disclosure of false information is subject to fine and imprisonment for up to 60 days; Code of Miami-Dade County Section 2-8.1 (d) (4).

8) **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, RFQ or bid after advertisement and terminates at the time Public Health Trust staff issues a written recommendation to the Board of Trustees. The Cone of Silence prohibits any communication regarding RFPs, RFQs or bids between:

- Potential vendors, service providers, bidders, lobbyists or consultants and the Trust's professional staff including, but not limited to, the President and the President's staff, the Trustees and their respective staffs;
- The Trustees or their respective staffs and any member of the Trust's professional staff including, but not limited to, the President and the President's staff;
- Potential vendors, services providers, bidders, lobbyists or consultants, any member of the Trust's professional staff, the Trustees 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 Vendor Coordinator, the responsible Procurement Specialist 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-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Public Health Trust Board of Trustees or one of its committees during any duly noticed public meeting;
- Communications in writing at any time with any Trust employee, official or member of the Board of Trustees unless specifically prohibited by the applicable RFP, RFQ or bid documents; or
- Communications with the County Attorney's Office.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants must file a copy of written communications with the Contracting Officer and the Executive Assistant to the Public Health Trust, which shall be made available to any person upon request. Written communications may be in the form of a letter or email, with a mandatory copy to the Executive Assistant Ivenette Cobb. The Executive Assistant's address, email and phone are given below.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder and bidder shall render any ITB award, RFQ award or bid award voidable. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Bidders or bidders should reference the 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 and Miami-Dade County's website at: www.miamidade.gov/dpm/cone-silence-summary.asp for a more complete and thorough description of the Cone of Silence.

All Bidders will be notified in writing when the Chief Procurement Officer (CPO) or designee makes a formal award recommendation to the Board of Trustees or one of its committees.

The Procurement Contracting Officer for this Bid is:

Name and Title:

Name of Agency: Public Health Trust/Jackson Health System

E-mail Address: @um-jmh.org

Mailing Address: 1611 NW 12 Avenue, ET B066, Miami, Florida 33136

Telephone: 305-585-2289
Fax: 305-585-6445

The Executive Assistant to the Public Health Trust is:

Name: Ivenette Cobb
E-mail Address: lcobb@um-jmh.org
Address: 1611 NW 12 Avenue, Executive Office, Miami, Florida 33136
Fax: 305-324-0065

9) CONFLICT OF INTEREST

A. Bidders shall be familiar and comply with all applicable conflict of interest legal requirements, including the Miami-Dade County Conflict of Interest and Code of Ethics ordinance, Section 2-11.1, Code of Miami-Dade County, as made applicable to the Trust by Section 25A-3c, Code of Miami-Dade County, and Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The Trust will not contract or transact business with a Bidder, and any contract with a Bidder shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the Trust does not waive it. If a conflict of interest is waivable, the Trust's Board of Trustees shall have the sole authority to waive the conflict.

B. LOBBYING

The following rules have been adopted by the Commission on Ethics and Public Trust to implement the current lobbyist registration requirements of the Conflict of Interest and Code of Ethics Ordinance.

1. Purpose and Scope of Lobbying Rules
2. Definitions
3. Exclusions
4. Lobbying Activities
5. Non-Lobbying Activities
6. General Registration Requirements
7. Selection Committee Registration Requirements
8. Not-for Profit Registration Requirements
9. Expenditure Reports
10. Expenditure Categories
11. Penalties for Late Filing
12. Appeals
13. Contingency Fees
14. Departmental Responsibilities
15. Penalties for Lobbying Violations

1. Purpose and Scope of Lobbying Rules

a) *The following rules delineate the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics ordinance. As used in this section, for matters related to contracting with the Public Health Trust, "County" means the Public Health Trust, "Board of County Commissioners" and "County Commission" means the Board of Trustees of the Public Health Trust and "County Manager" means the President of the Public Health Trust. All references to "Clerk" mean the Clerk of Miami-Dade County.*

2. Definition of "Lobbyist"

a) *A lobbyist is any person, firm or corporation employed or retained by a principal that seeks to encourage 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 County personnel during the time*

period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee. "Lobbyist" specifically includes the principal as well as any employee whose normal scope of employment includes lobbying activities.

3. Exclusions

a) Attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communication. A quasi-judicial proceeding is a hearing before a County or municipal commission or board where the rights of particular persons or entities are determined and for which prior notice, the opportunity to be heard and the introduction and evaluation of evidence are required (e.g. Value Adjustment Board, Community Zoning Appeals Board, Equal Opportunity Board).

b) Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings. An expert witness is a person duly and regularly engaged in the practice of a profession who holds a professional degree from a university or college and special training or experience, or a person who is possessed of special knowledge or skill about the subject.

c) A representative of a neighborhood association who appears without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item. A neighborhood association is an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.

d) A representative of a not-for-profit community based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance. A community based organization is a not-for-profit association or corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes.

e) Employees of a principal whose normal scope of employment does not include lobbying activities.

4. Examples of Lobbying Activities

a) Lobbying activities include but are not limited to:

- 1) Meetings or communication with elected officials or staff regarding a particular solicitation or product (i.e. time frames for the solicitation, specifications, qualifications, etc.).
- 2) Meetings or communication with elected officials or staff to discuss issues regarding a prior or ongoing solicitation or contract when a resolution of the matter may require approval of the Board of County Commissioners, the County Manager and his or her designee or a County board or committee.
- 3) Meetings or communication with elected officials or staff regarding any matter where the lobbyist is seeking to influence a decision or recommendation of staff on any matter that will require action or decision by the Board of County Commissioners, the County Manager or any County board or committee.
- 4) Meetings or communication with elected officials or staff regarding policy matters that may foreseeably before the Board of County Commissioners, the County Manager or any County board or committee.

5. Examples of Activities Not Constituting Lobbying

a) Activities that do not constitute lobbying include but are not limited to the following:

- 1) Requests for information about procedures, forms, budgets or other requirements on behalf of another.
- 2) Appearances at meetings or communications with staff or an elected official at the department or elected official's request or a description of materials or services available in response to a departmental request.
- 3) Advices or services communicated to a department or an elected official which arise out of an existing contractual obligation to the county or municipality.

- 4) Meetings or communication to provide staff or elected officials with general information regarding a firm's background or expertise.

6. General Registration Requirements

- a) Every lobbyist must file an annual registration form with the Clerk at the time of initial registration and on or before January 15th of each year thereafter, along with an annual registration fee of four hundred and ninety dollars (\$490.00).
- b) Every lobbyist must file a registration form with the Clerk of the Board for each client within five days of being retained by a principal or before conducting any lobbying activities, whichever comes first.
- c) The principal must also submit a principal authorization form prior to any lobbying. The principal must identify whether the lobbyist is retained for a particular matter or may lobby on any matter regarding the principal.
- d) Every lobbyist must file a Notice of Withdrawal when the representation ends. The lobbyist must file an expenditure statement for the preceding year.

7. Selection Committee Registration Requirements

- a) 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 shall list on an affidavit provided by the County, all individuals who may make a presentation. The affidavit shall be filed with the Clerk of Board at the time the response is submitted.
- b) The individual or firm must submit a revised affidavit for any additional team members with the Clerk of the Board at least 2 days prior to the oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.
- c) All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the Clerk of the Board of County Commissioners prior to the oral presentation.

8. Not for Profit Registration Requirements

- a) A lobbyist for a not-for-profit organization (unless lobbying for a community-based organization seeking grant funds) must register and file the required expenditure form. Upon request, the Clerk of the Board may waive the applicable registration fees.

9. Expenditure Reports

- a) All registered lobbyists must file an expenditure report with the Clerk of the Board by July 1st of each year. The date of filing is the date that the report is received by the Clerk's office.
- b) A lobbyist must file a report for every principal and must list all expenditures in excess of twenty-five dollars (\$25.00) for the preceding calendar year. The form must be filed even if the lobbyist did not make any expenditures during the prior year.

10. Expenditure Categories

- a) The lobbyist must report expenditures in the following categories: communications, entertainment, food and beverages, lodging, media advertising, publications and other. The information covered in each category is:

- 1) "Communications" means dissemination of information, including but not limited to the following means: audio-visual materials, signs, placards, buttons, promotional materials, or other display materials; together with any associated production services. This category does not include media advertising, publications or research,
- 2) "Entertainment" means amusement or recreation including but not limited to sporting, hunting, fishing, theatrical, artistic, cultural and musical activities or events.
- 3) "Food and Beverages" means meals, snacks or edible substances or liquids for drinking including services associated therewith.
- 4) "Lodging" means sleeping or living accommodations for an individual for one or more nights.

5) "Media advertising" means newspaper and magazine advertising, radio and television advertising and outdoor advertising including production services and copyrighting services.

6) "Other" means any item or service which is not included in one of the specified categories; this category does not include any item or service which is not required by law to be reported.

7) "Publications" means mass-produced, printed materials including but not limited to magazines, newsletters, brochures or pamphlets, which expressly encourage to communicate with agency officials or employees or to influence an agency with respect to a decision of the agency in the area of policy or procurement or which are designed to communicate with agency officials or employees

8) "Research" means obtaining information relating to a specific policy issue or procurement matter regardless of the form or medium in which such information is provided including but not limited to surveys, information services, periodicals and consultants or consultant services to gather data or statistics.

9) "Special Events" means large scale functions, including but not limited to receptions, banquets, dinners or fairs to which more than 250 persons are invited and for which the expenditures associated with hosting the function are negotiated with a catering service or facility at a single, set price or which include multiple expenditure categories.

10) "Travel" means transporting an individual from, one place to another, regardless of the means used.

b) Certain items such as communications, publications and research are office expenses if performed by the lobbyist or principal or their employees. If those functions are performed by independent contractors, other than the lobbyist or principal or an affiliate controlled by the principal, they are reportable under the appropriate expenditure category.

c) If an expense is incurred for a business purpose unrelated to lobbying and the product of that expense is later used for a lobbying purpose, the expenditure does not have to be reported.

11. Penalties for Late Filing

a) A late fee of fifty dollars per day per report will automatically be assessed for any report filed after the due date. All fines must be paid to the Clerk of the Board of County Commissioners.

b) The Clerk of the Board of County Commissioners will notify all lobbyists who have failed to file by July 15th of each year that they are not in compliance with the ordinance and of the current fines assessed against the lobbyist.

c) A lobbyist is automatically suspended and may not lobby any employee, elected official or before any County board (including the Board of County Commissioners) if the lobbyist has not filed an expenditure report by September 1st of each year.

d) The Clerk of the Board of County Commissioners must provide the Ethics Commission with a report listing all lobbyists who have either failed to file disclosure reports or pay assessed fines by October 1st of each calendar year. The Ethics Commission will provide the list to the Commission Advocate who may initiate complaint proceedings against any lobbyist for failure to file an expenditure report and/or pay assessed fines.

12. Appeals

a) Any lobbyist may appeal a fine and request a hearing before the Ethics Commission by filing an appeal with the Ethics Commission within fifteen days receipt of the Notice of Violation. Late fees will continue to accrue after an appeal unless the required forms are filed.

b) The lobbyist must mail or fax a letter to the Executive Director of the Ethics Commission stating the reasons for the appeal. The lobbyist must include in his or her notice of appeal any request for a hearing before the Ethics Commission. The lobbyist must attach any documentation or evidence for consideration by the Ethics Commission in making a determination on the appeal at the time the notice of appeal is filed.

c) *The Ethics Commission may delegate determinations of appeals without a request for hearing to Commission staff. The staff may have the authority to waive fines in whole or part for good cause shown. Any determinations by staff must be ratified by the Ethics Commission or a committee appointed by the Chair.*

d) *A hearing on an appeal under this ordinance may be heard by a committee appointed by the Chair or the Ethics Commission as a whole. The Ethics Commission may waive any fines, in whole or part, for good cause shown.*

13. Contingency Fees

a) *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.*

14. Departmental Responsibilities

a) *All departments and agencies must maintain a visitor log for anyone seeking to do business with the department or agency or seeking administrative action from the department or agency. The log should include information regarding the name of the visitor, the staff person or persons visited and the purpose of the visit (i.e. name of matter or agenda item number).*

b) *All elected officials, board members and employees shall be diligent to ascertain whether persons appearing before them have registered as lobbyists. County personnel may check on a lobbyist's status through the Lobbyist Registration section of the Metronet or by calling the Clerk of the Board of County Commissioners. Elected officials, board members and employees may not knowingly permit a person who is not registered to lobby them regarding an issue.*

15. Penalties for Lobbying Violations

a) *The Ethics Commission may prohibit any lobbyist who commits a lobbying violation from lobbying before the Board of County Commissioners or any committee, board or personnel of the Miami-Dade County for a period of:*

- 1) ninety days following determination of the first violation;*
- 2) one year following determination of the second violation and*
- 3) five years from determination of the third violation.*

b) *Any lobbyist who commits a lobbying violation is also subject to a two hundred and fifty-dollar fine for the first violation and a five hundred-dollar fine for the second violation.*

c) *The County Manager or the Board of County Commissioners may void any contract where a lobbying violation has occurred.*

For more information, please review Miami-Dade County Ethics Commission website at: <http://www.miamidade.gov/ethics/>

10) DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the Trust, a firm desiring to do business with the Trust shall, as a condition of award, certify that it is in compliance with Miami-Dade County Code § 2-8.15 and Miami-Dade County's Domestic Leave Ordinance 11A-60. 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

Trust shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. 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.

11) **SMALL BUSINESS ENTERPRISE PROGRAM**

"Small Business Enterprise Program," Section 2-8.1.1.1.1 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-41 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of supplies and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statute, as amended. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; and contracts for attorney and/or legal services; and contracts for investment banking services.

[Choose one of the following; note that "Bid Preference" is the default SBE "measure" if neither a Set-Aside nor a Subcontractor Goal is applied.]

Set-aside

When there are at least three (3) available SBEs/Micro Enterprises capable of performing the contract, the Chief Procurement Officer may determine it is in the best interest of the Trust to waive full and open competition and apply SBE "set-aside" for competition exclusively between certified SBEs/Micro Enterprises. The requirement for public notice of the solicitation is waived; however, the provisions of the Cone of Silence pursuant to Subsection 2-11.1(t) of the Miami-Dade County Code shall be imposed upon issuance of the solicitation.

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.

Subcontractor Goal

SBE Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of at least three (3) SBEs/Micro Enterprises capable of performing such work.

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.

Bid Preference

A ten percent (10%) SBE bid preference shall apply to contracts of \$1,000,000 or less, and a five percent (5%) SBE bid preference shall apply to contracts greater than \$1,000,000 that are not set-aside. The preference shall be used for bid evaluation and shall not affect the contract price. Preferences shall be applied to the bid price of bidders that are SBE or Micro Enterprises and Joint Ventures with at least one SBE/Micro Enterprise.

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.

Additional information about the County's Small Business Enterprise (SBE) program may be obtained from the County's Department of Business Development at www.miamidade.gov/dbd and www.miamidade.gov/dpm

12) LIVING WAGES FOR COUNTY SERVICE CONTRACTS

In accordance with Ordinance 99-44 beginning November 11, 1999, all Service Contractors who enter into this contract shall agree to pay the Living Wage required by Ordinance 99-44 to all its employees providing Covered Services. The current Living Wage applied to this contract as of October 1, 2004 (if applicable) is \$9.44 per hour plus Health Benefits as described in the aforementioned ordinance or \$10.81 per hour without Health Benefits. **The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C."** The Living Wage will be annually indexed to inflation as defined by the Consumer Price Index calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. Such Health Benefits shall consist of payment of at least \$1.37 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the Trust to qualify for the wage rate for employees with health benefits. The Service Contractor shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance prior to award of this bid solicitation upon request by the Department of Purchasing Services, Bids & Contracts Administration.

The provisions in this Ordinance applies to all Service Contracts involving the expenditure of over \$100,000 per year for the following types of ("Covered Services") services:

- (i) Food preparation and/or distribution;
- (ii) Security services;
- (iii) Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling;
- (iv) Clerical or other non-supervisory office work, whether temporary or permanent;
- (v) Transportation and parking services including airport and seaport services;
- (vi) Printing and reproduction services; and,
- (vii) Landscaping, lawn, and/or agricultural services.

If records reflect, that the Service Contractor is in violation of this Ordinance, the County has the right to sanction the Service Contractor to include but not limited to termination, fine and suspension.

This Ordinance encompasses various responsibilities that must be accomplished by the successful bidder such as record keeping, posting and reporting. Upon the award of this contract, the successful Bidder must be prepared to comply with these requirements as outlined in Ordinance 99-44.

13) INDIVIDUALS OR ENTITIES IN ARREARS TO THE COUNTY OR PUBLIC HEALTH TRUST

Pursuant to the Code of Miami-Dade County, Florida, Section 2-8.1, no individual or entity who is in arrears under any individual contract, final non-appealable judgment, or lien with the County, or any of its agencies or instrumentalities, including the Public Health Trust, in an amount which exceeds \$25,000 for greater than 180 days, shall be allowed to receive any additional PHT contracts, purchase orders or extensions of PHT contracts until either the arrearage has been paid in full or the County or PHT has agreed in writing to a repayment schedule. Notwithstanding the above, the PHT may enter into or extend a contract or business transaction with any individuals or entities who are not current in their obligations to the County or PHT when the PHT determines it to be in the best interest of the PHT. Such action shall be subject to ratification by the Board. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County or PHT. All contracts, business transactions and renewals thereof with the County or PHT to which this subsection applies, shall require the individual or entity seeking to transact business with the PHT to verify by affidavit that the individual or entity is current in its obligations to the County and PHT and is not otherwise in default of any County or PHT contract. Any contract or transaction entered into in violation of this subsection shall be voidable.

14) FLORIDA PROMPT PAYMENT/SHERMAN S. WINN PROMPT PAYMENT ORDINANCE

Pursuant to the Code of Miami-Dade County, Florida, Section 2-8.1.4, Sherman S. Winn Prompt Payment Ordinance No. 94-40, provides for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime vendor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public health Trust contract and debarment procedures of the County.

15) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT PRIVACY REGULATION

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Privacy Regulations ("HIPAA"), as a vendor you may be required to provide services that involve the use and disclosure of Protected Health Information. Any use of Protected Health Information that is not authorized by the Public Health Trust/Jackson Health System is prohibited. If you are defined as a "Business Associate" under the HIPAA regulations you are required to complete a PHT-HIPAA Business Associate agreement and comply with related policies and procedures. As a Business Associate you may only use the Protected Health Information if it is necessary to perform contract obligations with the Public Health Trust/Jackson Health System, provided that such uses are permitted under the state and federal confidentiality laws. As a Business Associate you are required to comply with HIPAA and all federal and state laws. As a Business Associate you may only use the Protected Health Information to the extent permitted by the terms of the PHT-HIPAA Business Associate Agreement. Disclosure of Protected Health Information to third parties is strictly prohibited unless it is pursuant to the terms of the PHT-HIPAA Business Associate Agreement and authorization has first been provided in writing, the law requires the disclosures, and you have received from the third party written assurances regarding its confidential handling of such Protected Health Information. Any questions should be directed to the PHT/JHS Privacy Officer.

C. DESCRIPTION OF SUPPLIES

- 1) Any manufacturer's names, trade names, brand names, or catalog numbers used in these specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance and design required, and it is no way intended to prohibit the bidding of other manufacturers' items of equal quality; unless otherwise stated.
- 2) Bidders are required to state exactly what they intend to furnish and must indicate any variances to the Specifications of this Bid, no matter how slight. If variances are not stated in the quotation, it shall be construed that the Bid fully complies with all conditions identified in this ITB.
- 3) When bidding an approved equal, Bidders will submit, with their quotation, two complete sets of necessary data (factory information sheets, specification, brochures, etc.) in order for the Trust to evaluate and determine the quality of the item(s) bid.
- 4) The Trust shall be the sole judge of equality and its decision shall be final.

D. VARIANCES IN TERMS AND CONDITIONS

Where there appears to be variances or conflicts between these General Terms and Conditions and Specifications outlined in the ITB, the Specifications in the Bid package shall prevail.

E. CLARIFICATION AND AMENDMENTS TO BID SPECIFICATIONS

1) If any vendor contemplating submitting a Bid under this ITB is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit a request of clarification, to the Procurement Officer no later than the question deadline date. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

2) Any interpretation of the Bid, if made, will be made only by Amendment duly issued by the Communications Officer. The Trust shall issue an informational amendment if clarification or changes are required which effect the technical submission of quotations. A copy of such Amendments will be mailed to each bidder receiving the ITB. In the event of conflict with the original contract documents, amendments shall govern all other contract documents to the extent specified. Subsequent amendments shall govern over prior amendments only to the extent specified.

3) The bidder shall be required to acknowledge receipt of the formal amendment by signing the amendment and including it with the bid quotation. Failure of a bidder to include a signed formal amendment in its bid quotation shall deem its quotation non-responsive; provided, however, that the Trust may waive this requirement in its best interest. The Trust will not be responsible for any other explanation or interpretation made verbally or in writing by another Trust representative.

F. DISCOUNTS

1) Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

2) In connection with any discount offered, time will be computed from the date of acceptance of supplies or services by the Trust or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

G. CURRENT PRICES

1) All Bid prices entered on the ITB shall be firm for the period indicated on page one immediately following the beginning date of the contract.

2) Bids indicating price in effect at time of shipment will be considered non-responsive.

H. COLLUSION

The bidder, by affixing its signature to this quotation, certifies that its Bid is made without previous understanding, agreement, or connection either with any person, firm or corporation making a Bid for the same items, or with the Trust's Purchasing Department or initiating department. The bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity to the Trust's public procurement process, all bidders are hereby placed on notice that any and all bidders who falsify the certification required in conjunction with this section shall be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF BID

A. PREPARATION

Bids will be prepared in accordance with the following:

- 1) Jackson Health System's Bid Quotation Form, which is attached to this ITB, shall be used when the bidder is submitting its bid. No other form will be accepted.
- 2) All documents requested must be provided at time of bid submission. If the bidder fails to supply any of these required documents, its bid may be considered non-responsive and may not be considered.
- 3) All information required by the Bid Quotation Form shall be furnished by the bidder. Any and all documents, which are required of the bidder at the time of bid submission, shall be listed on the Bid Quotation Form. If the bidder fails to supply any of these required documents, its bid may be considered non-responsive and may not be considered.
- 4) The bidder shall print or type its name on each continuation sheet on which any entry is made on the Bid Quotation Form. If the bidder's authorized agent fails to sign the Bid Quotation Form, its bid shall be considered a voided offer and shall not be considered.
- 5) Unit prices shall be shown. Where there is an error in extension of price, the unit price shall prevail.
- 6) If applicable, the quantities shown on the Bid Sheet are approximate annual requirements based on previous purchases. Actual purchases may be more or less than quantities shown on Bid Sheet, but only actual quantities required will be purchased.
- 7) Proposed delivery time, if required in ITB specifications, must be stated in calendar days.
- 8) Bidders will neither include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the Trust is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- 9) Bids must contain a manual signature of an authorized agent of the bidder in the space provided on the Bid Quotation Form. The bid must be typed or printed clearly in ink. Use of erasable ink or white out is not permitted. The authorized agent must initial all corrections made by the bidder in ink. Those quotations, which do not comply with these conditions, will be rejected and declared non-responsive.

B. SUBMISSION

- 1) Bids and amendments thereto shall be enclosed in sealed envelopes addressed to:

XXXX, Procurement Contracting Officer
Public Health Trust/Jackson Health System
Procurement Managing Department (Purchasing)
Strategic Sourcing Division

Holtz Center – B066
1611 NW 12th Avenue
Miami, Florida 33136.

The name and address of the bidder, the bid number, the date of the bid opening and the bid title shall be placed on the outside of the envelope.

2) Bids must be submitted on the forms furnished. No electronic (fax, email or similar electronic medium) bids will be considered. Failure to respond using the provided ITB document and related forms will result in Bidders being considered non-responsive.

3) Bidders, which require alternate contractual terms and conditions prepared by the bidder as a stipulation for contract award, must include such alternate terms and conditions in the Bid Quotation Form. The Trust reserves the right to declare the bidder's quotation as non-responsive if any of these alternate terms and conditions are either in conflict with, or are not in the best interests of the Trust's terms and conditions. Once bids have been opened, the Trust shall not consider any subsequent submission of alternate terms and conditions.

4) Each alternate bid quotation must be completed in the same format as the original specification requirements. Alternate quote(s) must be clearly marked on front cover. Original and one copy of all bid pages/documents must be submitted.

C. MODIFICATIONS TO BIDS

Bids may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the bid opening. No electronic (fax, email or similar electronic medium) bids will be considered. Each modification submitted to the Trust must have the following information clearly marked on the face of the envelope:

Bidder's Name & Return Address

Bid Number

Opening Date of the Bid

Title of the Bid

The following statement: "This modification supersedes any bid previously submitted."

If more than one modification was submitted, the modification bearing the latest date of receipt by the Trust will be considered the valid modification.

D. WITHDRAWAL OF BIDS

1) Bids may be withdrawn prior to the time and date set for the bid opening. Such requests must be made in writing on company letterhead.

2) Bid quotations under evaluation may not be withdrawn until 90 days after bid opening date. If the bidder withdraws a bid during this ninety-day period, the Trust shall not accept any bid submittal from the Bidder for a six-month period following the withdrawal.

3) The Trust will retain the bid deposit furnished by any bidder who requests to withdraw a bid during the 90 days period.

E. LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

- (1) *Definition.* Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late.
- (2) *Treatment.* Generally, no late bid, late modification, or late withdrawal will be considered. However, subject to Florida law, a late bid may be considered if the bidder can demonstrate it did not secure a material advantage or benefit not enjoyed by other bidders or derive any unfair competitive advantage by reason of the lateness of the bid.
- (3) *Notice.* Bidders submitting late bids that will not be considered for award shall be so notified as soon as practicable.
- (4) *Records.* Records shall be made and kept for each late bid, late modification or late withdrawal.

4. BID ACCEPTANCE AND EVALUATION

Bids shall be unconditionally accepted without alteration or correction, except as authorized in the Procurement Policy and Regulation.

- (1) *General.* The contract is to be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the Invitation to Bid. The Invitation to Bid shall set forth the requirements and criteria that will be used and no bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation to Bid.
- (2) *Responsibility.* Responsibility of prospective contractors is covered by Section IV.J. (Responsibility of Bidders and Offerors). A supplier's past performance on Trust contracts may be used as a factor for consideration in determining responsibility. The Chief Procurement Officer may collect and analyze data with respect to a supplier's performance, including delivery, quality and service.
- (3) *Responsiveness.* A responsive bidder is defined as "a person who has submitted a bid that conforms in all material respects to the Invitation to Bid."
- (4) *Socio-Economic Programs.* Bid evaluation shall be subject to applicable socio-economic policies pursuant to Section XIII. (Socio-Economic Programs), including but not limited to:
 - (i) Small Business Enterprise Program pursuant to Section XIII.A. (Small Business Enterprise Program); and
 - (ii) Preference to Local Business in Trust Contracts pursuant to Subsection XIII.D.2.(a) (Procedure; Invitation to Bid).

A. REJECTION OF A PARTICULAR BID

The Trust may reject a bid under any of the following conditions:

- 1) The bidder fails to acknowledge receipt of formal amendment;
- 2) The bidder misstates or conceals any material fact in the bid;
- 3) The bid does not strictly conform to the law or requirements of the bid;
- 4) The bid requires a conditional award that conflicts with the method of award stipulated in the Special Conditions;
- 5) The bid does not include documents, certificates, licenses and/or samples that are required for submission with the ITB in conjunction with the Specifications of the Bid;
- 6) The bid has not been executed by the bidder through an authorized signature on the Bid Quotation Form.

B. REJECTION OF ALL BIDS

The Trust may reject and re-advertise for all or any part of bids whenever it is deemed in the best interest of the Trust.

C. WAIVER OF INFORMALITIES

The Trust reserves the right to waive any informalities or irregularities in any or all bids.

D. ELIMINATION FROM CONSIDERATION

- 1) A quotation may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Trust upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Trust.
- 2) A quotation may not be accepted from, nor any contract be awarded to, any person or firm which has failed to perform faithfully any previous contract with the Trust, State or Federal Governments for a minimum period of one (1) year after this previous contract was terminated for cause.

E. DEMONSTRATION OF COMPETENCY

- 1) Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this bid.
- 2) The Trust may consider any evidence available regarding the financial, technical and other qualifications and abilities of a bidder, including past performance experience with the Trust in making the award in the best interest of the Trust.
- 3) The Trust may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier that is the actual source of supply. In these instances, the Trust may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the Trust through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's quotation may render the bid non-responsive.
- 4) The Trust may, during the period that the contract between the Trust and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this ITB. Irrespective of the bidder's performance on contracts awarded to it by the Trust, the Trust may place said contracts on probationary status and implement termination procedures if the Trust determines that the successful bidder no longer possesses the financial support, equipment and organization which would have been necessary during the bid evaluation period in order to comply with this demonstration of competency section.

F. DETERMINATION OF LOWEST BIDDER

Bids will be evaluated to determine which bidder offers the lowest cost to the Trust in accordance with the evaluation criteria set forth in the Invitation to Bid. Only objectively measurable criteria shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, discounts, transportation costs, and ownership or life cycle cost formulas. Evaluation factors need not be precise predictors of actual future costs; however, such evaluation factors shall:

- (i) Be reasonable estimates based upon information the Trust has available concerning future use; and
- (ii) Treat all bids equitably.

G. COPY OF BID TABULATIONS

For tabulation of bids, the bidder shall enclose a self-addressed, stamped envelope when submitting its bid quotation.

5. AWARD OF CONTRACT

A. The contract will be awarded to the lowest responsive, responsible bidder(s) whose bid(s), conforming to the ITB, is most advantageous to the Trust. The lowest responsive, responsible bidders will be determined in conjunction with the method of award, which is described in the bid specifications. The Contracts Manager will decide tie bids.

B. The Trust reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.

C. The Trust shall award a contract to a bidder through action taken by the Trust at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance (Purchase order), mailed or otherwise furnished to the successful bidder, which shall constitute a binding contract without further action, by either party.

D. The General Terms and Conditions, the bid specifications, the bidder's quotation and the purchase order are collectively an integral part of the contract between the Trust and the successful bidder.

E. While the Public Health Trust may determine to award a contract to a bidder(s) under the Bid specifications, the bidder shall be in default of the contractual obligations if any of the documents applicable to this bid is not submitted in a timely manner and in the form required by the Trust. If the bidder is in default, the Trust, through the Contracts Manager, will void its acceptance of the bidder's offer and may determine to accept the offer from the second lowest responsive, responsible bidder or re-solicit bids. The Trust may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the bidder from submitting future quotations for a period of one year.

F. The contract terms shall be stipulated in the Purchase Order which is issued to the successful bidder(s). Where there is a conflict between the contractual period stipulated in the ITB and the contractual period stipulated on the Purchase Order, the Purchase Order shall prevail. If the contract involves a single shipment of goods to the Trust the contract term shall be concluded upon completion of expressed and implied warranty periods.

G. The Trust, at its sole discretion, reserves the right to exercise the option to renew this Contract. If the Trust exercises the right in writing, the bidder shall update and submit any legal documents required during the initial ITB prior to the commencement of the option period. All documents specified in the bid specifications and include, but are not limited to insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the bidder in complete form within the time specified, the Trust will rescind its option and seek a new bid quotation.

H. The Trust reserves the right to automatically extend this contract for a maximum period not to exceed ninety (90) calendar days in order to provide Trust departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the Trust shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Quotation Form, the Bidder hereby acknowledges and agrees to this right.

I. Award of this Bid Solicitation will only be made to firms that have completed the Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued current Occupational License.

6. BID PROTESTS

1. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the Director, Procurement Management Department, of the Public Health Trust.

(a) Protests regarding the terms or specifications of any solicitation, including any amendments issued thereunder, must be submitted prior to the date and time specified for opening of bids or receipt of proposals.

(b) Protests regarding recommendation for award of a contract, notice of unacceptable proposal or any other action by the Trust or its staff must be submitted in writing within five (5) business days from:

(i) the posting of a notice of award by the Trust; or

(ii) if there is no posting, the receipt of a notice from the Trust; or

(iii) if there is no posting or receipt of notice, the date of the event giving rise to the protest, except as set forth in paragraph 8, below.

(c) Failure to file the protest within the time allowed constitutes a waiver of any and all rights to protest the matter involved.

(d) The written protest shall include:

(i) The name and address of the protestor;

(ii) Appropriate identification of the procurement or contract;

(iii) A statement of the reasons for the protest; and

(iv) Supporting exhibits, evidence or documents to substantiate any claims.

(e) A protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

2. Authority to Resolve Protests. The Director, Department of Procurement Management, shall have the authority to settle and resolve any protest of an aggrieved bidder, offer, or contractor, actual or prospective, concerning the solicitation or award of a contract.

3. Hearing. If the protest is not resolved by mutual agreement, the Director, Procurement Management Department, may conduct a hearing to consider the protest. Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with applicable due process requirements. The Director shall give written notice to any interested party who may be aggrieved by the protest of their right to submit information or to attend any public meeting that may be held regarding the protest as follows:

(a) Prior to bid opening or receipt of proposals, all prospective bidders or offerors.

(b) After bid opening or receipt of proposals, actual bidders or offerors. For Requests for Proposals, the Director may limit written notice to those offerors in the competitive range.

4. Decision. The Director, Procurement Management Department, in consultation with the County Attorney, shall promptly decide whether the solicitation or award was in accordance with applicable laws, policies, regulations and the terms and conditions of the solicitation. A copy of the written decision shall be provided to the protestor with a copy to any interested party who may be adversely affected by the decision. A decision of an issue of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

5. Appeal. Any person aggrieved by the decision of the Director, Procurement Management Department, may appeal in writing to the Board of Trustees within ten (10) calendar days from receipt of the decision. Such appeal must state in reasonable detail all bases for the appeal. Failure to appeal the decision within this time period constitutes a waiver of all rights to appeal the decision of the Director. Failure to state the bases of the appeal in reasonable detail when such basis for appeal could have been known by the person constitutes a waiver of that basis of appeal. The Chairperson of the Board of Trustees or designee shall have discretion to assign the appeal to a committee or to have the matter heard in any manner and at any time determined by the Chairperson.

6. Stay of Procurement during Protests. In the event of a timely protest, the Trust shall not proceed further with the solicitation or award of the contract until the Chief Procurement Officer, after consultation with the County Attorney, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the Trust. The CPO may, in the best interests of the Trust, continue or resume the procurement process during the administration of a bid protest and appeal, provided the CPO records in writing the basis for doing so.
7. Entitlement to Costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, consisting solely of bid preparation costs, as determined by the Director, Procurement Management Department, and excluding any other compensation, costs or attorney's fees.
8. For RFP's. Any offeror questioning exclusion or elimination (or a notice of unacceptable proposal) from the competitive range must first request a debriefing from the Procurement Officer for the RFP within five (5) business days after receipt of notice of exclusion or elimination from the Trust. The offeror shall then have five (5) business days from the date of the debriefing to file a protest in accordance with paragraph 1, above.
9. Delegation. The Chief Procurement Officer may designate another person to resolve, hear or decide a bid protest as described in this Section, or take back such designation, at any time.
10. Posting of "Notice of Intended Award" "Notice of Intended Award" showing staff recommendations for RFP award will be posted for at least five (5) working days in the "Vendor Waiting Area of the" of the Procurement Management Department (Purchasing) office. In addition, this posting shall be placed on the website www.um-jmh.org under "Procurement."

7. CONTRACTUAL OBLIGATIONS

A. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Successful bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by this contract and subsequent contract(s) including but not limited to:

- 1) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- 2) Minority Business Enterprise (MBE), as applicable to this contract.
- 3) Occupational Safety and Health Act (OSHA), as applicable to this contract.
- 4) Miami-Dade County Code, Chapter 11A, Article 3, all contractors and subcontractors performing work in connection with this project shall provide equal opportunity for employment and shall agree not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, or place of birth. 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 contractors agree to post in conspicuous places 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 have jurisdiction over the work setting forth the provisions of the non-discrimination law.

Bidder's ignorance shall, in no way, relieve it from responsibility for compliance with these requirements.

B. CONDITIONS OF PURCHASE

Any order placed as a result of this contract will be subject to "Conditions of Purchase" on reverse and face of the Trust's purchase order form. It is agreed that contractual items shall comply with all Federal, State or local laws relative thereto, and that the contractor shall defend actions or claims brought and save harmless the Trust from loss, cost or damage by reason of actual or alleged infringements of letters patented.

C. CONDITIONS OF MATERIAL AND PACKAGING

- 1) All items furnished must be new, and free from defects, unless otherwise specified in the bid. All containers shall be new and suitable for storage or shipment. The bid price shall include commercial packaging.
- 2) All materials hereinafter specified shall be fully guaranteed by the bidder against factory defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty or damages which may occur in shipment will be corrected by the Bidder at no expense to the Trust.
- 3) All containers used to transport supplies and equipment must display the Trust purchase order number, manufacture product number, and the product out date, both numerically and in bar code fashion.

D. DISPOSITION

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Trust.

E. EMPLOYEES

All employees of the bidder shall be considered to be at all times the sole employees of the bidder under its sole direction and not an employee or agent of the Trust. The bidder shall supply competent and physically capable employees. The Trust may require the bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the Trust's property is not in the best interest of the Trust. Each employee shall have and clearly display proper identification, inclusive of a picture ID.

F. DELIVERY

Prices quoted and deliveries are to be FOB destination freight prepaid unless otherwise specified in the ITB. Deliveries shall be made during regular business hours. Title and risk of loss shall pass to the Trust upon inspection and acceptance by the Trust at its designated delivery point; unless otherwise specified in the Special Conditions.

G. CLAIMS

The Bidder will be held responsible for making any and all claims against carriers or subcontractors for missing or damaged items and shall ensure that the Trust is appropriately compensated for these missing or damaged items to the satisfaction of the Trust.

H. PERFORMANCE

In order to protect the vested interests of the Citizens of Miami-Dade County, Florida and to ensure the efficient utilization of the tax dollars, successful bidders shall comply with all contractual obligations contained in the General Terms and Conditions, the Specifications of this Bid, and the Bid Quotation Form. With respect to these obligations, the Trust has established formal performance monitoring techniques to insure compliance. Identified non-compliance issues shall be forwarded to the successful bidder for corrective action. Continued non-compliance by the bidder shall be the Trust's justification for placing the bidder's contract on probationary status and/or terminate same.

I. WARRANTY

Bidder expressly warrants that all material and work covered by this bid will conform to the specification samples or other descriptions furnished or specified by the bidder, and will be of good material and workmanship and free from defects and that bidder will perform reasonably and in good faith. Bidder expressly warrants that all the material covered by an order, which is either the product of the vendor or provided by the vendor, is in accordance with its specifications and will be fit and sufficient for the purposes intended by the Trust.

J. INDEMNIFICATION

Bidder shall indemnify and hold harmless the Trust and Miami-Dade County and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (the "Indemnified Parties") from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Indemnified Parties 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 Contractor or its employees, agents, servants, principals or subcontractors. Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Indemnified Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This provision shall survive the termination or cancellation of this Agreement.

K. FORCE MAJEURE

Neither party shall be liable to the other for failures or delays in performance due to causes beyond its reasonable control and that cannot be avoided by exercise of due care, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their commercially reasonable efforts to minimize the effects of such failures or delays.

L. VENUE AND APPLICABLE LAW

Any litigation between the parties regarding the terms or performance of the resulting agreement shall take place only in Miami-Dade County, Florida. The provisions of the resulting agreement contract shall be construed in accordance with the laws of the State of Florida.

M. ASSIGNMENT

Bidder shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights or obligations under the resulting agreement, or any interest in any portion of same, without the prior written

consent of the Trust, which consent may be withheld by the Trust for any reason it determines to be in its best interest.

N. RE-PROCUREMENT CHARGES

In the event that the bidder defaults on its contract or the contract is terminated for cause due to performance, the Trust reserves the right to procure the articles or services from the next lowest bidder or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement the Trust shall charge the bidder any difference in cost between the bidder's price and the price to be paid to the next lowest bidder as well as any cost associated with re-solicitation which results from such default or termination.

8. MODIFICATIONS TO EXISTING CONTRACT

A. Except as provided in Section 5F and 5G of these General Terms and Conditions, the Public Health Trust is the only authority for the Hospital that can establish maximum dollar values and time limits for Bid Awards. In the event that a department requires additional dollars and/or time for an existing contract, the Director of Procurement Management shall seek such approval from the Public Health Trust. If the Public Health Trust grants this approval, it shall issue a change order to the original purchase order to the bidder. For this reason, the bidder is advised not to honor orders, which extend beyond the dollar and/or time limits of the original purchase order until an agent of the Trust provides authorization to the bidder in the form of a change order.

B. Terms and Conditions, other than those specified in 8A of the General Terms and Conditions, maybe added, modified, and deleted upon mutual agreement between agents of the Hospital and the bidder provided that such terms and conditions remain within the scope and original intent of the ITB. Said terms and conditions may include additions or deletions of service levels and/or commodities. Any and all additions, deletions, and/or modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the Trust and the Bidder prior to the enactment of such additions, deletions, and/or changes.

9. TERMINATION OF CONTRACT

A. The Trust may, by written notice to the successful bidder, terminate the contract if the bidder has been found to have failed to perform its service in a manner satisfactory to the Trust as per specifications; including delivery as specified. The date of termination shall be stated in the notice. The Trust shall be sole judge of non-performance.

B. The Trust or the bidder may cancel the contract upon thirty- (30) days written notice for reasons other than cause. This may include the Trust's inability to continue with the contract due to the elimination of funding.

10. ERROR

Stenographic, clerical, or similar errors in this document are subject to correction by the Trust without distribution of a solicitation amendment.

11. FURTHER INFORMATION

This ITB is issued on behalf of the Public Health Trust / Jackson Health System, Strategic Sourcing Division, which is the primary point of contact for the Trust.