

One Time Purchase of Dell Data Storage Equipment for Miami-Dade Corrections

RQCR1300007- Verification of Availability

Find attached the “**Scopes of Work**” and “**Special Requirements**” for an upcoming **Invitation to Quote (ITQ)**. Please review to determine if you would be able to **satisfy the requirements** (as applicable), and **interested in responding**; if so, please check the appropriate areas below and respond to this email confirming the same. Please pay “**CLOSE**” attention to the various sections and the “**SPECIAL/MINIMUM**” requirements for each, and confirm your **ability** and **availability** to satisfy “**ALL**” sections/scopes.

See **all sections and subsections** – Paying very close attention to all the requirements/special requirements for each. (While you are **not** quoting at this time, be mindful, your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

Are you able to satisfy the requirements of the attached documents (ITQ)?

YES NO

Are you able to satisfy all the “scopes of work” of the attached documents (ITQ)?

YES NO

Do you have prior experience consistent with the requirements of this ITQ?

YES NO

Are you an authorized reseller or distributor of Dell Products?

YES NO

Are you able to deliver the products as ordered (within a timely manner)?

YES NO

Can you meet the warranty requirements of this contract (Section 5 A and B)?

YES NO

Name of Firm: _____ **SBE Exp. Date:** _____

Owner’s Name: _____ **Signature:** _____

Please respond by **4:00pm, Tuesday April 2, 2013**. Any questions, feel free to contact me at the number below.

(Respond to the “**Verification**” whether you are interested or not (choosing “**Yes**” or “**No**”), as this helps SBD in the determination of measures.

Regards,

Vivian O. Walters, Jr.

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INVITATION TO QUOTE
MIAMI-DADE COUNTY
QUOTATION NO. RQCR1300007

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Purpose

The purpose of this Invitation to Quote is to secure sealed quotes for the goods and/or services as listed and specified herein.

Instructions to Bidders

1. A sealed quote is not required when responding to this Invitation to Quote. The bidder may submit its written quotation by email to Josh Brown, Procurement Contracting Officer 1 at joshbro@miamidade.gov.
2. **Quotes received after the time and date specified, and after any other quotes have been opened shall not be accepted.**

Requests for additional information or clarification must be made in writing to Josh Brown, Procurement Officer 1 at joshbro@miamidade.gov. The County will issue additional information by written agenda prior to the scheduled opening date. It is the bidder's responsibility to assure receipt of all addenda.

To Receive A Copy Of Bid Tabulation

To receive a copy of the tabulation of bids, the Bidder must enclose a self-addressed, stamped envelope when submitting the quote.

Legal Requirements

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

The award of this bid solicitation is subject to County Ordinance 2011-21 which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Ordinance, "local business" means the bidder, as of the date of the bid opening, has a valid occupational license issued by Miami-Dade County to do business in Miami-Dade County, that authorizes the bidder to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

When a responsive, responsible non-local business submits the lowest price bid, and the bid submittal by one or more responsive local businesses is within 10% of the price submitted by the non-local business, then the non-local business and each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business. In the case of a tie between the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

Local Preference

The award of this solicitation is subject to Section 2-8.5 of the County Code which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Code section, "local business" means the bidder has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

As a result of a reciprocal agreement with Broward County, Broward County vendors shall have the same consideration as Miami-Dade County vendors when applying this Local Preference Code section.

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.



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- A. If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- B. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally-Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

Ties in best and final bid shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.

COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

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

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

Joint Purchase

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

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

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

Vendor Compliance

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

SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. As a condition of final payment under a contract, the successful Bidder shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor (refer to the Subcontractor Payment Report Sub 200 form at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>).



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SPECIAL TERMS AND CONDITIONS

1. TERM OF CONTRACT: UPON COMPLETION

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Quote, have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2. CERTIFICATIONS

Bidders are required to be authorized resellers, or authorized distributors of Dell products. Bidders are to provide on letterhead authorization from the Original Equipment Manufacturer stating the ability to sell and provide extended warranty for the equipment proposed. The Bidder's status is subject to further verification by the County with Dell directly.

3. SHIPPING TERMS: F.O.B. DESTINATION

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

Miami-Dade County Corrections Department
 11500 NW 25th Street
 Miami, FL 33172

Comment [BJ1]: Confirm Correct Shipping Address with Corrections.

4. DELIVERY LOCATIONS AND HOURS SPECIFIED

The vendor shall deliver shipments to the County during the prescribed hours of 9:00 a.m. - 5:00 p.m. (local time) Monday through Friday at the location identified above.

5. WARRANTY SHALL BE THREE YEARS FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the manufacturer, the bidder shall warrant its products and/or service against failure and/or defective material, for a minimum period of three (3) years after the date of acceptance of the goods, materials and/or equipment by the County. This warranty requirement shall remain in force for the full three (3) year period regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions. The awarded vendor must meet the minimum warranty requirements as stated in Section C, Support Services Specifications.

B. Correcting Deficiencies Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within 15 calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

6. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the vendor shall be the most recent model available. Any optional components which are required in accordance with the contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements.



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7. EQUIPMENT SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

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Affirmation of Business Entity Affidavits

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Code

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Obligation to County Section 2-11 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Family Violence Article V Chapter 11 of the County Code
4. Miami-Dade Disability Non-Discrimination Article 1, Section 2-8.1.5 (AA) Resolution R182-00 amending R-385-95	9. Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Domestic Violence and Reporting Article 8, Sections 11A-60 11A-67 of the County Code

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

