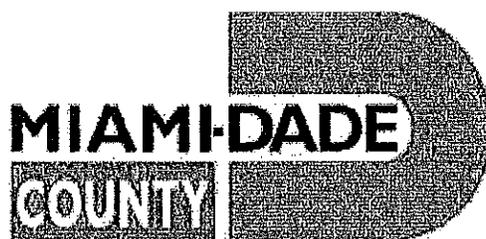


Solicitation FB-00003

Work Uniforms

Bid designation: Public



Miami-Dade County

**Bid FB-00003
Work Uniforms**

Bid Number **FB-00003**
Bid Title **Work Uniforms**

Bid Start Date **Jan 31, 2014 10:25:12 AM EST**
Bid End Date **Feb 21, 2014 6:00:00 PM EST**
Question & Answer End Date **Feb 19, 2014 3:00:00 PM EST**

Bid Contact **Abelin Rodriguez**
305-375-4744
abelin@miamidade.gov

Bid Contact **Herman Ramsey**
305-375-2851
hramsey@miamidade.gov

Contract Duration **5 years**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**

Bid Comments **To establish a contract for the purchase of work uniforms in conjunction with the County's needs.**

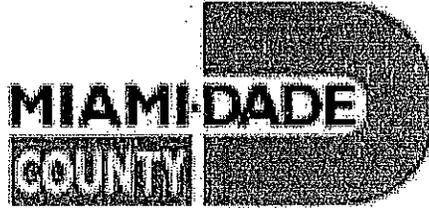
Item Response Form

Item **FB-00003--01-01 - Work Uniforms**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **Miami-Dade County**
No Location Specified

Qty 1

Description
N/A

BID NO.: FB-0003
OPENING: 6:00 P.M.
Work Uniforms
Feb 21, 2014



MIAMI-DADE COUNTY, FLORIDA

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

TITLE:
Work Uniforms

BIDS WILL BE ACCEPTED UNTIL 6:00:00 PM EST
ON Feb 21, 2014

FOR INFORMATION CONTACT:
Abelin Rodriguez, 305-375-4744, abelin@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.



SECTION 1

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

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SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder/Contractor – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD – shall refer to the Miami-Dade Internal Services Department.

PM – shall refer to the Miami-Dade Procurement Management Services Division within ISD.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

Successful Bidder – shall mean the Bidder(s) recommended for award.

Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration, please contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128; Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at <http://www.miamidade.gov/procurement/>

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Procurement Management Services, Vendor Assistance Unit, within five (5) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the PM website at <http://www.miamidade.gov/procurement/vendor-registration.asp#1> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the

time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit** (Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit** (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit** (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor/Supplier Listing** (Ordinance 97-104)
13. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
14. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
15. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
16. **Small Business Enterprises (SBE)**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations. The SBE program provisions are available at <http://www.miamidade.gov/business/business-development-legislation.asp>.
17. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. Public Entity Crimes

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Officer identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement officer in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative/Implementing Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation,

may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within the Bid Solicitation

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

H. Prompt Payment Terms

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

I. Accounts Receivable Adjustments

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

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use

SECTION 1
GENERAL TERMS AND CONDITIONS

typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of the Internal Services Department or authorized designee will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS. All materials, except where recycled content is specifically requested, supplied by the awarded Bidder under the Contract shall be new, warranted for their merchantability, and fit for the particular purpose herein. In the event any of the materials supplied to the County by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at its expense and the Contract terminated or (2) the County may require the awarded Bidder to replace the materials at its expense.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

A. A Local Business shall be defined as:

- 1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission;
- 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

SECTION 1
GENERAL TERMS AND CONDITIONS

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
- (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.
- B. 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.
- C. If the Low Bidder is 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.
- D. 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.
- E. At this time, there is an Interlocal Agreement in effect between Miami-Dade and Broward Counties until September 30, 2015. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a Local Business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

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

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

<u>Award Amount</u>	<u>Filing Fee</u>
---------------------	-------------------

\$25,000-\$250,000	\$ 500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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

- C. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- D. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Participants may view recommendations to award on the PM website:
<https://www.miamidade.gov/DPMwww/AwardRecommendations.aspx> or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. LAWS AND REGULATIONS

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

1.14. LICENSES, PERMITS AND FEES

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

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35. The Bidder shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

1.16. 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 (refer to the Subcontractor/Supplier Listing Sub 100 form). In the event that the successful Bidder demonstrates to the County prior to award that this 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

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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>).

1.17. ASSIGNMENT

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

1.18. DELIVERY

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

1.19. RESPONSIBILITY AS EMPLOYER

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

1.20. INDEMNIFICATION

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

1.21. INSURANCE REQUIREMENTS

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

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

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

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

approval of the County's ISD Risk Management Division
Or

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

C. Certificates of Insurance must meet the following requirements:

1. Certificate must indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
2. Certificate must indicate the County's Contract number and title.
3. Signature of agent must be included.
4. If Automobile Liability Insurance is required above, insurance must be provided for all of the following vehicles:
 - a) Owned
 - b) Non-owned
 - c) Hired
5. If General or Public Liability Insurance is required above, Certificate of Insurance must show Miami-Dade County as an additional Insured for that coverage.
6. Certificate Holder must read exactly as presented below:

Miami-Dade County
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

D. Compliance with the requirements in this Section shall not relieve the successful Bidder of its liability and obligation under this, or under any other, section of the Contract. The successful Bidder shall provide to the County the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this solicitation, the successful Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the successful Bidder to provide the required insurance documents in the manner and within the timeframes prescribed within five (5) business days may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

No work shall be authorized or shall commence under the Contract until the successful Bidder has complied with the foregoing insurance requirements.

E. The successful Bidder shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration.

F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the successful Bidder shall be responsible for all direct and indirect costs associated with such termination.

1.22. COLLUSION

The successful Bidder recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in

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This Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

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

1.23. MODIFICATION OF CONTRACT

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

1.24. TERMINATION FOR CONVENIENCE

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

1.25. TERMINATION FOR DEFAULT

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

1.26. FRAUD AND MISREPRESENTATION

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

1.27. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one

(1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.28. PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this bid solicitation.

1.29. PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.31. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing

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Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.32. LOBBYIST CONTINGENCY FEES

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

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 Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeable will be heard or reviewed by the County Commission or a County board or committee.

1.33. COMMISSION AUDITOR – ACCESS TO RECORDS

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

The County reserves the right to require the successful Bidder (s) to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Bidder's expense. The Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Bidder shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.34. INVOICES

The successful Bidder shall invoice the County, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of services, unless otherwise noted in the Contract. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items or provision of and acceptance of the services. Failure to submit invoices in the prescribed manner will delay payment. All invoices shall contain the following information:

- I. Successful Bidder's Information:
 - Name of the successful Bidder as specified on the contract Award Sheet issued by the County.
 - Date of invoice
 - Unique Invoice number
 - Successful Bidder's Federal Identification Number on file with the County and the State of Florida.
- II. County Information:
 - County Release Purchase Order

III. Pricing Information:

- Unit price of the goods and/or services provided
- Extended total price of the goods and/or services provided
- Applicable discounts

IV. Goods or Services Provided:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the County Release Purchase Order
- Reference (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County at the time the items were delivered and accepted
- Location and date of delivery of goods and/or services being provided.

1.35. COUNTY USER ACCESS PROGRAM (UAP)

a) **User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, 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 the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

b) **Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Bidder shall notify the ordering entity, in writing, within three (3) business 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 Bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

c) **Bidder Compliance**

If a successful Bidder fails to comply with this Article 1.35, that Contractor may be considered in default by the County.

1.36. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

After receipt of offers by the County, Bidders may be required to demonstrate specifically offered equipment to County personnel, at no additional cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance

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Requirements stipulated in this Solicitation. If a demonstration is required, the County will notify the Bidder of such in writing and will specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Bidder's offer, or to reschedule the demonstration, whichever action is determined to be in the best interest of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Bidder during the Contract shall conform to the equipment used in the demonstration. The Bidder shall provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the Contract.

1.37. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the successful Bidder shall be the most recent model available. Any optional components which are required in accordance with the specifications herein shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications herein does not relieve the Bidder from furnishing a complete unit. The equipment shall conform to all applicable federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable.

The engineering, materials, and workmanship associated with the successful Bidder's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

1.38. PATENTS AND ROYALTIES

The successful Bidder, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The successful Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by successful Bidder, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the successful Bidder may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the successful Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the successful Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.39. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances which they may be exposed to in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the successful Bidder performing under the Contract shall provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov.

1.40. GOVERNING LAW

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

1.41. BANKRUPTCY

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

1.42. SURVIVAL

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

1.43. SMALL BUSINESS ENTERPRISES (SBE) MEASURES

A Micro Business Enterprise is a business entity certified by the Department of Small Business Development (SBD), providing goods or services, which has an actual place of business in Miami-Dade County and whose three-year average gross revenues does not exceed \$2 million, or a manufacturer with fifty (50) employees or less, or a wholesaler with fifteen (15) employees or less. A SBE is a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three-year average gross revenues does not exceed five million dollars (\$5,000,000). The term SBE shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.

A SBE measure applies to this solicitation as follows and as otherwise stipulated in Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

A bid preference shall apply to all contracts which are to be awarded on the basis of price and are not set-aside. The preference shall be used only to evaluate a bid and shall not affect the contract price.

For awards valued up to \$100,000, a ten (10) percent bid preference shall automatically apply for Micro Business Enterprises.

For awards valued over \$100,000 and up to \$1,000,000, the preference shall be ten (10) percent of the price bid for SBEs/Micro Enterprises and joint ventures with at least one SBE/Micro Enterprise. The preference accorded on awards greater than \$1 million shall be 5% of the price bid for SBEs/Micro Enterprises and joint ventures with at least one SBE/Micro Enterprise.

Micro Business Enterprises and SBEs must be certified by SBD Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation.

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For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

1.44. LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS ENTERPRISE PREFERENCE

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

1.45 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION, WATER AND SEWER, AND SEAPORT DEPARTMENTS

Miami-Dade Aviation (MDAD), Water and Sewer (WASD), and Seaport (Port of Miami) Departments operate under strict security regulations. These regulations involve the issuance of special identification (ID) cards.

Vendors performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D.

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

Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami and WASD frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the departments at the current cost of \$60.00 per applicant per year. Therefore, the vendor shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services in restricted areas.

For more information concerning Port of Miami ID cards, you may contact the Port of Miami ID Office at (305) 347-4955.

For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271.

1.46. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees

hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

1.47. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

1.48. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a contract for the purchase of work uniforms in conjunction with the County's needs.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months and upon completion of the expressed and/or implied warranty periods.

2.3 METHOD OF AWARD

Award(s) will be made on an item by item basis to the lowest priced responsive, responsible bidder on an item-by-item basis. An Item is defined as all associated services and noted sizes of the same manufacturer's article of clothing (i.e. hemming, and Sizes S-XL, 2XL, 3XL...etc.). Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

2.4 PRICES

The prices proposed by the awarded bidder(s) shall remain fixed for a period of twelve (12) months after the commencement of the contract. After this period, the bidder may submit a price adjustment to the County based on documented price adjustments by the product manufacturer. Acceptable documentation for an adjustment may be an email or letter by the item Manufacturer to its distributors notifying them of an adjustment. Adjustments greater than five percent on any item will be dis-allowed. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price.

It is the bidder's responsibility to request any pricing adjustment under this provision.
The bidder's request for adjustment must be submitted to the County's Internal Services

Department for review no more than 90 days or less than 45 days prior to expiration of the then current contract period.

The County reserves the right to reject any price adjustments submitted by the bidder

2.5 SMALL BUSINESS CONTRACT MEASURES (Set-aside)

Section 1.0, paragraph 1.43 is hereby superseded by the following.

The contract measure applicable to this contract: SBE set-aside. The provisions for the Miami-Dade County certified Small Business Enterprises (SBEs) Program is available at <http://www.miamidade.gov/business/business-development-legislation.asp>.

For set-aside contracts valued up to \$100,000, a 10% (ten percent) preference shall apply for certified Micro Business Enterprise bidders.

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

2.6 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

Unless otherwise specified, the mention of a particular manufacturer's brand name or style number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the style, type or quality of merchandise that will be acceptable.

The determination as to whether any alternate product is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding upon all bidders. Miami-Dade County reserves the right to request and review additional information and samples to make such a determination.

2.7 DELIVERY SHALL BE THIRTY (30) DAYS AFTER DATE OF ORDER

The bidder shall make deliveries within thirty calendar days after the date of the order with the exception of extended sizes which are defined as 3XL or size 44 and larger which must be delivered within sixty (60) calendar days of order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis and at no cost to the County. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

In cases where uniform items are ordered for a particular individual, all items for that person shall be bagged or boxed collectively and labeled with the individuals name.

2.8 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a representative of Internal Services Department, Procurement Management Division will contact the awarded bidders to obtain a price quote. Award of these items will be made as described in paragraph 2.3. In cases where a product has been awarded and additional sizes, colors or services are required by the County, the bidders awarded the item shall be solicited for the new requirement. The County retains the right to reject any quote received and purchase the item through other means.

2.9 SAMPLES

Samples may be required from bidders being considered for award, if so they shall be submitted within seven (7) calendar days of request. Samples supplied are to be indicative of the garments proposed in the bid. Where a proposed garment deviates from the sample provided, such deviation must be clearly stated. Samples must be identified with bidder name, manufacturer name and model or style number. Samples will be carefully examined as to design, tailoring, workmanship and compliance to specifications. Samples are to be provided at no cost to the County. Any unsuccessful bidder desiring the return of their samples after award may request them. The cost of returning such samples will be borne by the bidder.

2.10 INSURANCE REQUIREMENT

The insurance requirement shown in Section 1.0 paragraph 1.21 does not apply to this solicitation.

2.11 RETURNS

Within sixty days of having being received by the County, unused and unaltered items ordered incorrectly shall be accepted by the bidder for full credit.

2.12 COUNTY BRANDING

The official County logo is shown below. This version of the logo will be used on all articles where the County logo or County hook is mentioned in either Section 3.0 or Section 4.0 of this solicitation. The logo should be no less than 2-1/2 inches across and shall not be modified without written instruction from the Internal Services Department. Information reference County branding can be found at; [http://www.miamidade.gov/infocenter/library/Graphic Standards Guide 10-04-1.pdf](http://www.miamidade.gov/infocenter/library/Graphic%20Standards%20Guide%2010-04-1.pdf).

Color Standards The colors of the logo are PMS 576 Green (bar under the word MIAMI) & PMS 300 blue, with the text 100% Black. The bar with the word county in the logo is of specific proportion to the type, the proportion must be maintained as the size of the logo increases or decreases. When color is not required the logo must appear in black or reversed out in white. For embroidery applications the tread brand will be Madeira, and thread colors are Green #1769, Blue #1797, Black #1800 and White #1801.

County Vision Statement The County's Vision Statement is "Delivering Excellence Every Day" it may or may not be required. If required, the font should not be used for any other purpose on the item ordered. To download the County vision statement in its proper format, visit the branding web site (above).



Colors:

Green: Pantone 576

Blue: Pantone 300

Black: Pantone Black

Embroidery

Green: Madeira 1769

Blue: Madeira 1797

Black: Madeira 1800

White Madeira: 1801

2.13 MEASUREMENTS

Bidder shall be solely responsible for securing of all necessary measurements (waist, inseam, sleeve length, and neck) at mutually convenient times to be arranged between the bidder and the using agency.

2.14 MEASURING CHARTS

For the purpose of this Invitation to Bid the following measurements are considered standard.

Men's Shirts

Size	S	M	L	XL	2XL	3XL	4XL
Neck	14	15	16	17	18	19	20
	14 ½	15 ½	16 ½	17 ½	18 ½	19 ½	20 ½

Sleeve length shall be as standard for the industry. Shirts shall be available in both regular back length and long back length.

Men's Knit Shirts (polo's)

Size	S	M	L	XL	2XL	3XL	4XL
Chest	36 - 38	40 - 42	44 - 46	48 - 50	52 - 54	56 - 58	60 - 62

Women's Alpha/Numeric Conversion

	S		M		L		XL		2XL	
Size	6	8	10	12	14	16	18	20	22	24
Chest	33 ½	34 ½	35 ½	36 ½	38	39 ½	41 ½	43 ½	45 ½	47 ½
	34	35	36	37 ½	39	40 ½	42 ½	44 ½	46 ½	48 ½
Waist	25	26	27	28 ½	30	31 ½	33 3/4	35	37	39
	25 ½	26 ½	28	29 ½	31	32 ½	½	36 ½	38 ½	40 ½
Hips	35	36	37	38	39 ½	41	42 ½	44 ½	46 ½	48 ½
	35 ½	36 ½	37 ½	39	40 ½	42	44	46	48	50

2.15 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

MIAMI DADE

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

Provide various types of clothing used by Miami-Dade County departments as uniforms. Prices bid for all shirts, blouses, jackets and caps (except as noted) shall include the embroidery or silk screening of the County logo (hook) and the department's name below it. The ordering department shall include with its purchase order sufficient patches and instructions for their placement with its purchase order (release).

3.2 DESCRIPTION OF ITEMS

- Item 1.** Women's oxford shirt, short sleeve, 60/40 cotton/poly, minimum of 4 oz. fabric, button down collar, wrinkle resistant, color: white, blue. Edwards Garment, Inc. #5027 or approved equal.
- Item 2.** Women's oxford shirt, long sleeve, 60/40 cotton/poly, minimum of 4 oz. fabric, button down collar, wrinkle resistant, color: white, blue. Edwards Garment, Inc. #5077 or approved equal.
- Item 3.** Women's denim shirt, short sleeve, 100% cotton, minimum of 6.5 oz. fabric, no pocket, color: blue. Edwards Garment, Inc. #5013 or approved equal.
- Item 4.** Women's denim shirt, long sleeve, 100% cotton, minimum of 6.5 oz. fabric, no pocket, color: blue. Edwards Garment, Inc. #5093 or approved equal.
- Item 5.** Men's oxford shirt, short sleeve, 60/40 cotton/poly, minimum of 4 oz. fabric, button down collar, wrinkle resistant, available in regular and tall, color: white, blue. Edwards Garment, Inc. #1027 or approved equal.
- Item 6.** Men's oxford shirt, long sleeve, 60/40 cotton/poly, minimum of 4 oz. fabric, button down collar, wrinkle resistant, available in regular and tall, color: white, blue. Edwards Garment, Inc. #1077 or approved equal.
- Item 7.** Men's denim shirt, short sleeve, 100% cotton, minimum of 6.5 oz. fabric, available in regular and tall, color: blue. Edwards Garment, Inc. #1013 or approved equal.
- Item 8.** Men's denim shirt, long sleeve, 100% cotton, minimum of 6.5 oz. fabric, available in regular and tall, color: blue. Edwards Garment, Inc. #1093 or approved equal.
- Item 9.** Men's poplin shirt, short sleeve, 65/35 poly/cotton, minimum of 4.25 oz. fabric, button down collar, wrinkle resistant, available in regular and tall, color: white, blue, navy, tan. Edwards Garment, Inc. #1230 or approved equal.

- Item 10.** Men's poplin shirt, long sleeve, 65/35 poly/cotton, minimum of 4.25 oz. fabric, button down collar, wrinkle resistant, available in regular and tall, color: white, blue, navy, tan. Edwards Garment, Inc. #1280 or approved equal
- Item 11.** Men's shirt, long sleeve, 60/40 cotton/poly, oxford, contrasting color collar and cuffs. Edwards Garments #1974 or approved equal.
- Item 12.** Women's shirt, 65/35 poly/cotton poplin, ¾ sleeve, rear box pleat, wrinkle resistant, moisture wicking, color: Black, Corn silk, French Blue, Royal Blue, Tan, White, size: XS – 3XL. Edwards Garment #5037 or approved equal.
- Item 13.** Men's shirt, 60/40 cotton/poly, long sleeve, wrinkle and soil resistant fabric, button down collar, one chest pocket, color: Black, Light Blue, Navy, White, size: XS – 6XL. Port Authority #S607 or approved equal
- Item 14.** Men's shirt, 100% cotton, long sleeve, twill, one chest pocket, color: Black, Light Blue, Navy, White size XS – 4XL. Port Authority #S638 or approved equal.
- Item 15.** Women's shirt, 60/40 cotton/poly, long sleeve, wrinkle and soil resistant fabric, one chest pocket, color: Black, Light Blue, Navy, White, size: XS – 6XL. Port Authority #L607 or approved equal
- Item 16.** Women's shirt, 100% cotton, long sleeve, twill, one chest pocket, color: Black, Light Blue, Navy, White size XS – 4XL. Port Authority #L638 or approved equal
- Item 17.** Women's shirt 65/35 poly/cotton, poplin, short sleeve, open collar, size XS-XL, color: Black, Gray, Lt. Blue, Navy, White. Port Authority #L633 or approved equal.
- Item 18.** Women's shirt 65/35 poly/cotton, poplin, long sleeve, open collar, size XS-XL, color: Black, Gray, Lt. Blue, Navy, White. Port Authority #L632
- Item 19.** Women's shirt, 55/45 cotton/poly, 3/4 sleeve, open collar, size XS - XL, color: Black, Lt. Blue, Navy, White. Port Authority #L612.
- Item 20.** Men's shirt, short sleeve, 65/35 poly/cotton, poplin, two pockets. This shirt requires **No Embroidery or silk screening**. Red Kap #SP24 or approved equal.
- Item 21.** Men's shirt, long sleeve, 65/35 poly/cotton, poplin, two pockets. This shirt requires **No Embroidery or silk screening**. Red Kap #SP14 or approved equal
- Item 22.** Men's shirt, short sleeve, 100% cotton, twill, two pockets, color: Grey, Khaki, Lt. Blue, Navy, Postman Blue, size S – 4XL. This shirt requires No Embroidery or silk screening. Red Kap #SC20 or approved equal.

- Item 23.** Men's shirt, 60/40 cotton/poly, 4.5 oz. oxford, long sleeve, button down collar, seven button front, box pleat back, color: Light Blue, French Blue, Grey, white, blue/white stripe, size: 14 ½ - 21 ½. Red Kap #SR70 or approved equal.
- Item 24.** Men's polo shirt, 50/50 poly/cotton, short sleeve, three button placket, chest pocket, contract color collar and stripe on sleeve, color: Black, Med. Blue, Navy, size: S – 4XL. Red Kap #SK 50 or approved equal.
- Item 25.** Woman's shirt, 60/40 cotton/poly, oxford, long sleeve, seven button front, chest pocket, box pleated back, color: White, light Blue, grey, Navy, size 2 – 26. Red Kap #SR71 or approved equal
- Item 26.** Flame resistant shirt, 100% cotton, long sleeve, size: S-XL, color: Khaki, Lt. Blue, Navy Grey. Bulwark #SEW2 or approved equal.
- Item 27.** Aviator shirt, poplin, 65/35 poly/cotton, wrinkle resistant fabric, two chest pockets with flap closure one with pencil slot, color: white, size S-XL. Van Heusen – Aviator or approved equal.
- Item 28.** Men's work shirt, long sleeve, 100% pre-shrunk cotton, two pockets with flap closure, one with pencil slot color: blue. Eagle Work Clothes, Inc. #SHCO or approved equal.
- Item 29.** Men's shirt, short sleeve, 100% cotton twill, color; Navy Blue. Eagle Work Clothes, Inc. #SHHCO or approved equal
- Item 30.** Men's shirt, short sleeve, 65/35 poly/cotton twill, color; Postman Blue, White, Tan, Orange, and Navy Blue. Eagle Work Clothes, Inc. #SHHPDC or approved equal.
- Item 31.** Men's shirt, long sleeve, 65/35 poly/cotton, poplin, color; Postman Blue, White, Tan, Orange, and Navy Blue. Eagle Work Clothes, Inc. #SHDC or approved equal.
- Item 32.** Men's polo shirt, three button placket, pencil pocket in the sleeve, long tail, color: Black Navy Red, size S – 3XL. Dickie #LL950 or approved equal.
- Item 33.** Guayabera shirt, short sleeve, 65/35 Poly/cotton, wrinkle resistant fabric, four pocket, vertical pleats, machine washable, color: white, blue, beige. Mojito #NCM1673 (men) #NCL1672 (women) or approved equal.
- Item 34.** Guayabera shirt, long sleeve, 100% linen, color: white, blue, beige. Mojito #NCM 1330 (men) and #NCL 1671 (women) or approved equal
- Item 35.** Men's pants, flat front, 65/35 poly/cotton, twill, color; Black, Charcoal, Navy, Spruce Green, Tan. Eagle Work Clothes #PTBDC or approved equal.
- Item 36.** Women's pants, flat front, 65/35 poly/cotton, twill, flexible waist, color; Black, Khaki, Navy. Eagle Work Clothes #PTFWDC or approved equal.

- Item 37.** Men's pants, 100% cotton, four pockets, bar tacked at stress points, color: navy blue, spruce green. Eagle Work Clothes, Inc. # PTCO or approved equal.
- Item 38.** Women's pants, flat front, 65/35 poly/cotton, twill. Edwards Garment #8567 or approved equal.
- Item 39.** Women's pleated pants, 100% polyester, minimum of 10 oz. fabric, two front and one rear pockets, machine washable. Edwards Garments, Inc. #8691 or approved equal.
- Item 40.** Women's skirt, 100% polyester, minimum of 10 oz. fabric, flat front, two pockets, partial elastic waistband, color: navy. Edwards Garments, Inc. # 9799 or approved equal.
- Item 41.** Women's skirt, 65/35 poly/cotton, minimum of 7.5 oz. fabric, 25" classic fit, two pocket, color: navy. Edwards Garment, Inc. #9711 or approved equal.
- Item 42** Skirt, 55/45 poly/wool, stretch fabric, 3 ply, rear kick pleat, fully lined, color: Black, Brown, Charcoal, Dr. Grey, size: 2 – 28. Edwards Garments #9789 or approved equal.
- Item 43.** Men's and women's cargo pants, 65/35 poly/cotton, minimum of 7.5 oz. fabric, six pockets, color: Navy, Tan. Edwards Garments, Inc. #2575 and #8568 or approved equal.
- Item 44.** Men's cargo shorts, flat front, 65/35 Poly/cotton, 11" inseam. Edwards Garments #2468 or approved equal.
- Item 45.** Women's cargo shorts, flat front, 65/35 Poly/cotton, 9.5" inseam. Edwards Garments #8468 or approved equal.
- Item 46.** Men's pants pleated front, 100% polyester, minimum of 10 oz. fabric, shirt retention system on inside waistband, Color: black, dark navy. Edwards Garments, Inc. #2695 or approved equal.
- Item 47.** Men's pants, flat front, 65/35 poly/cotton, minimum of 7.5 oz. fabric, hidden stretch waistband, color: navy, khaki. Edwards Garments, Inc. #2578 or approved equal.
- Item 48.** Men's pants pleated front, 65/35 poly/cotton, minimum of 7 oz. fabric, color: navy, tan. Edwards Garments, Inc. #2677 or approved equal.
- Item 49.** Men's pants pleated front, 55/45 poly/wool, 11oz. fabric, color: Black, Navy. Edwards Garments, Inc. #2680 or approved equal.
- Item 50.** Men's pants, flat front, 55/45 poly/wool, 11oz. fabric, color: Black, Navy. Edwards Garments, Inc. # 2780 or approved equal.
- Item 51.** Men's pants, 100% polyester, 10 oz., color; Black, gray, Navy, size 28-50. Edwards Garment #2595 or approved equal

- Item 52.** Women's pants, 55/45 poly/wool, flat front, two front pockets, hook and eye closure, color: Black, Charcoal, Grey, Navy, size: 0 – 28. Edwards Garments, Inc. #8783 or approved equal.
- Item 53.** Women's pants, 100% polyester, 10 oz., color; Black, gray, Navy, size 0-28. Edwards Garment #8591 or approved equal
- Item 54.** Men's shorts, 65/35 poly/cotton, minimum of 7.5 oz. fabric, 8" inseam, four pockets, color: navy, tan. Edwards Garments, Inc. #2450 or approved equal.
- Item 55.** Men's cargo shorts, 65/35 poly/cotton, minimum of 7.5 oz. fabric, 8" inseam, six pockets, color: navy, tan. Edwards Garments, Inc. #2475 or approved equal.
- Item 56.** Women's cargo shorts, 65/35 poly/cotton, minimum of 7.5 oz. fabric, 9.5" inseam, six pockets, color: navy, tan. Edwards Garments, Inc. #8473 or approved equal
- Item 57.** Cargo shorts, 65/35 poly/cotton, 7 oz. sq. yard, twill, six pockets, color black and navy Elbeco #E714, 720 or approved equal.
- Item 58.** Men's shorts, 65/35 poly/cotton, color: Black, Navy, Khaki, size 28-50. Red Kap #PT4C, Dickie #LR642 or approved equal.
- Item 59.** Men's pants, 65/35 poly/cotton, wrinkle resistant twill, flat front, button front closure, gusseted crotch, expandable waistband, color: Black, Charcoal, Khaki, Navy, size 28 – 60. Dickie #LP700 or approved equal.
- Item 60.** Men's painter's pants, 65/35 poly/cotton, three hammer loops, triple stitched, color: white, size 30 – 44. Dickie #WP820 or approved equal.
- Item 61.** Men's pleated pants, 65/35 poly/cotton, twill, color: Black, Khaki, Dark Navy. Dickies #1868 or approved equal.
- Item 62.** Women's junior's pants, 97/3 cotton/spandex, twill, two welt back pockets, size 0 – 17, colors: Black, Brown, Charcoal, Khaki, Navy, White. Dickie #N882 or approved equal.
- Item 63.** Women's pants, 65/35 poly/cotton, twill, flat front, button closure, wrinkle resistant, expandable waistband, size 4 – 24, color: Black, Charcoal, Khaki, Navy. Dickies #FP325 or approved equal.
- Item 64.** Women's pants, 97/3 cotton/spandex, stretch, twill, relaxed fit, hook and eye closure, two back pockets, color: Black, Navy, Sand, size: 2-24. Dickies # FP321 or approved equal.
- Item 65.** Women's shorts, 100% cotton, 9" inseam, color: Black, Charcoal, Navy. Red Kap #PT27, Dickies #FR221 or approved equal.
- Item 66.** Men's shorts, flat front, 65/35 poly/cotton, twill, 9" inseam, color: Black, Navy, Spruce Green. Red Kap #PT26 or approved equal.

- Item 67.** Flame resistant pants, 100% cotton, size 28-42, color: charcoal, khaki, navy. Bulwark #PEW2 or approved equal.
- Item 68.** Men's pants 65/35 poly/cotton, rip stop, color: Black, Khaki, Navy, size 28-44. 5.11, Inc. #74273 or approved equal.
- Item 69.** Women's pants, 65/35 poly/cotton, rip stop, color: Black, Green, Khaki, Navy. 5.11, Inc. #64360 or approved equal.
- Item 70.** Cargo shorts, 100% cotton, 9" inseam minimum 8.5 oz. fabric, color black, khaki, navy. 5.11 Mfg. #73285 or approved equal
- Item 71.** Men's cargo pants, 65/35 poly/rayon twill, color: Black and Navy, flat front, permanent crease, sizes 28 – 60. 5.11, Inc. #74326 or approved equal.
- Item 72.** Women's cargo pants, 65/35 poly/rayon twill, color: Black and Navy, flat front, permanent crease, sizes 2 – 24. 5.11, Inc. # 64387 or approved equal.
- Item 73.** Jumpsuit, 65/35 poly/cotton, zippered front, color: Charcoal gray, size S – 4XL. Red Kap #CT10 or approved equal.
- Item 74.** Three (3) piece Rain suit high visibility PVC laminated to a rayon base, detachable hood, overalls have adjustable snap cuffs and snap fly. Colors: High Visibility Yellow. River City #2003 or approved equal.
- Item 75.** Three (3) piece Rain suit high visibility PVC. laminated to a rayon base, detachable hood, overalls have adjustable snap cuffs and snap fly. Colors: High Visibility Orange. River City #2013 or "Approved Equal".
- Item 76.** Raincoat with detachable hood, PVC. laminated to a rayon base. Two (2) flap covered pockets. Snap closure. Color: Yellow. River City #200-C or "Approved Equal".
- Item 77.** Raincoat with detachable hood, PVC. laminated to a rayon base. Two (2) flap covered pockets. Snap closure. Color: Fluorescent Orange. River City #201-C or "Approved Equal".
- Item 78.** Two (2) piece Rain suit, PVC coated, zipper fly, hood attached to jacket, Color: Yellow. River City Model #2202 or "Approved Equal"
- Item 79.** Rain poncho, light duty, 10mm PVC 50"X80", yellow. Min. 50 per case. Ironwear, Inc. #8237Y or approved equal.
- Item 80.** Rain suit, light duty, 10mm PVC, three piece size S - 3XL, yellow. Min. 50 per case. Ironwear, Inc. #8236Y or approved equal.

- Item 81.** Jacket, windbreaker, 65/35 poly/cotton with waterproof coating, zippered front, button cuffs, lined with polyester flannel, color: navy. Snap N Wear, Inc. #8202 or approved equal.
- Item 82.** Jacket, nylon shell, fleece lining, zippered pockets, interior pocket, elastic cuffs and waistband, wind and rain resistant, reinforced seems, size XS – 6XL, color: Black, Hunter Green, Navy, Sand, Red, Royal. Port Authority #JP54 or approved equal.
- Item 83.** Jacket, coaches type, 100% nylon taffeta, snap closures, raglan sleeves, elastic cuffs, flannel lining, drawstring bottom, water repellent, colors: dark green, navy, black. Cardinal Activewear, Inc. # 321 or approved equal.
- Item 84.** Jacket, coaches type, 100% nylon taffeta, snap closures, raglan sleeves, elastic cuffs, drawstring bottom, water repellent, colors: dark green, navy, black. Cardinal Activewear, Inc. # 320 or approved equal.
- Item 85.** Jacket, windbreaker, 100% nylon oxford with 100% nylon taffeta lining, banded collar, epaulets with reinforcing 'X' stitching, two patch pockets with flaps, two hand warmer pockets, shirred elastic waistband, badge tab, color: navy blue black. Liberty Uniform, Inc. #525 or approved equal.
- Item 86.** Jacket, windbreaker, 100% nylon oxford with 100% nylon taffeta lining, banded collar, epaulets with reinforcing 'X' stitching, two patch pockets with flaps, two hand warmer pockets, shirred elastic waistband, badge tab, zip out liner, color: navy blue black. Liberty Uniform, Inc. #525/599 or approved equal.
- Item 87.** Jacket, like style, 65/35 poly/cotton twill, minimum of 7.5 oz fabric, permanent press, two breast patch pockets with flaps, insulated, button closure cuffs, machine washable, color: navy, spruce green, gray. Eagle work Clothes, Inc. # JLIDC or approved equal
- Item 88.** Windbreaker, lined, 100% polyester, snap front closure, elastic cuff, draw cord at hem, Color: Black, Brown, Navy, Royal Blue and Spruce Green. Liberty Uniform, Inc. #560 or approved equal.
- Item 89.** Windbreaker, water repellent outer shell with zip out liner, hook and loop closure at cuffs, four outer pockets one inside pocket. Colors; Black, Brown, Forest Green and Navy, size S - 5XL. Horace Small #HS3424 or approved equal.
- Item 90.** Men's blazer, 55/45 poly/ wool, 11.5 oz., single breasted, lined, one breast, two jacket pockets, two inside pockets, color: Black, Burgundy, Navy, size: 36 – 54 length: short, regular, tall, extra tall. Edwards garments #3830 or approved equal.
- Item 91.** Women's blazer, 55/45 poly/ wool, 11.5 oz., single breasted, lined, one breast, two jacket pockets, one inside pocket, color: Black, Burgundy, Navy, size: 2-28 length: regular, tall,. Edwards garments #6830 or approved equal.

- Item 92.** Cap, 6 panels, mesh back twill structured front, plastic snap adjustment. Nissin #24109 or approved equal.
- Item 93.** Cap, structured 6 panels, 100% cotton twill, color: Khaki, Navy. Port & Company #CP80A or approved equal.
- Item 94.** Cap, 5 panel, 100% cotton twill, hook and loop closure, color: Black Green, Khaki, Navy, Royal, White. Port & Company #CP86 or approved equal
- Item 95.** Scrub set, 65/35 poly/cotton, short sleeve V neck top, with five pockets. Drawstring pants, with zipper and elastic waist seven pockets. Uniform Advantage #705 & 44 or approved equal.
- Item 96.** Dress belt, black feathered edge, 1 1/4". Boston Leather #6425 or approved equal
- Item 97.** Dress Belt, high gloss black leather, 1-3/4" wide. Boston Leather #6505 or approved equal.
- Item 98.** Belt, hook and loop closure, 1" wide, 10 oz. full grain leather. Boston Leather #6528 or approved equal.
- Item 99.** Belt, hook and loop closure, 1-3/4" wide, 10 oz. full grain leather. Boston Leather #6535 or approved equal.
- Item 100.** Belt, nylon web, plastic buckle, 1-3/4" wide, color: Black, Brown, Green. 5.11, Inc. #59552 or approved equal.
- Item 101.** Belt, casual type, 1.5" wide, min. 10 oz. leather, color black. Boston Leather # 6582-1 or approved equal.
- Item 102.** Duty belt, 2" nylon web, plastic buckle. Uncle Mike, Inc. #8801 or approved equal.
- Item 103.** Belt keepers, 2 1/4" set of four per package. Uncle Mike, Inc. # 8865-2 or approved equal.
- Item 104.** Sweater vest, men's and/or women's, 100% acrylic, V Neck, button front, color: Navy. Comex, Inc. #3032 or approved equal.
- Item 105.** Sweater, men's, 100% Acrylic, V neck, pullover, long sleeve, epaulets, badge tab, elbow patches and name bar tab, color Navy. Comex, Inc. #2010 or approved equal.
- Item 106.** Chef coat, double breasted ten button, 65/35 poly cotton, breast pocket and thermometer pocket on sleeve, size S – 3XL. Price must include the embroidery of the division's name (i.e. Food Service Bureau, Kitchen..Etc.) and employee's name across from it. Chef design # 415 or approved equal

- Item 107.** Chef pants, 100% cotton, twill, baggy, elastic waistband, two front and one back pocket, color: black, black check, white, size: S – 3XL. Chef Design #PC54 or approved equal
- Item 108.** Chef hat, 80/20 poly/cotton, hook and loop closure, color: White, Black, White with Black band. Chef Design #HP60 or approved equal.
- Item 109.** Men's shirt, 100% cotton, 5.25oz., pre-shrunk, long sleeve, two pockets, colors: White, Gray, Light Blue, Postman Blue, Khaki, size S-5XL. Red Kap #SC10 or approved equal
- Item 110.** Men's shirt, 100% cotton, 6 oz. twill, short sleeve, color: Orange, Navy, Gray, size S-4XL. Red Kap SC40 or approved equal.
- Item 111.** Men's shirt, 100% cotton, 6 oz. twill, long sleeve, color: Orange, Navy, Gray, size S-5XL. Red Kap SC30 or approved equal

3.3 ADDITIONAL SERVICES

Periodically, additional services may be required of the awarded bidder(s), these services may be sub-contracted. The ordering of any one of the additional services shown below shall not affect the required delivery time (Para. 2.8) required. All services are to be performed in a manner consistent with the industry.

- A.** In addition to the embroidery of the County's logo and a department name (see paragraph 3.1), the County may require additional embroidery on shirts, jackets, and caps. Embroidery thread must be colorfast high quality rayon or polyester, with no loose threads.
- B.** The County may require the application of reflective tape to uniform items. This application will make the uniform item Highly-Visible, it is not intended to make it compliant with American National Standards Institute (ANSI) requirements. Bidder shall provide and sew on products in silver/gray, fluorescent green and orange. Available in 2" and 3" wide strips. 3-M Scotchlite or approved equal.
- C.** Bidder shall provide for the sewing of County provided patches and the hemming of uniform pants. Hemming shall include the measuring of inseam, cutting of excess cloth and the sewing of the folded up hem with thread which matches the item being altered. Patches shall be sewn on with matching color thread around the full perimeter of the patch and in a manner that the patch will be permanently affixed to the uniform. There shall be no loose threads allowed.



Miami-Dade County
Procurement Management Services
Solicitation Submittal Form
111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. FB-00003		Solicitation Title: Work Uniforms	
Legal Company Name (include d/b/a if applicable): <input style="width:100%;" type="text"/>		Federal Tax Identification Number: <input style="width:100%;" type="text"/>	
If Corporation - Date Incorporated/Organized: <input style="width:100%;" type="text"/>		State Incorporated/Organized: <input style="width:100%;" type="text"/>	
Company Operating Address: <input style="width:100%;" type="text"/>		City: <input style="width:100%;" type="text"/>	State: <input style="width:100%;" type="text"/>
Remittance Address (if different from ordering address): <input style="width:100%;" type="text"/>		City: <input style="width:100%;" type="text"/>	State: <input style="width:100%;" type="text"/>
Company Contact Person: <input style="width:100%;" type="text"/>		Email Address: <input style="width:100%;" type="text"/>	
Phone Number (include area code): <input style="width:100%;" type="text"/>	Fax Number (include area code): <input style="width:100%;" type="text"/>	Company's Internet Web Address: <input style="width:100%;" type="text"/>	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if Bidder/Proposer has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder/Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder/Proposer meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP. LHP is not applicable to qualitative solicitations issued, including but not limited to, Requests for Proposals and Request for Qualifications.</p> <p>The address of the Locally-headquartered office is: <input style="width:100%;" type="text"/></p>			
<p>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Bidder/Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.</p>			
<p>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</p> <p>An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Bidder/Proposer provides</p>			

in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs.asp>. 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. Firms that graduate from the SBE program during the contract may remain on the contract.

Is your firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide your Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

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

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

Bidder/Proposer's Authorized Representative's Signature:

Date

Type or Print Name:

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