DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☑ New ❑ OTR ❑ Sole Source ❑ Bid Waiver ❑ Emergency  Previous Contract/Project No. 1B9196-0/17

Contract  ❑ Re-Bid ❑ Other  LIVING WAGE APPLIES: ☐ YES ☑ NO  TERM OF CONTRACT 5 YEAR(S) WITH 1 YEAR(S) OTR

Requisition No./Project No. RQID1700073

Requisition /Project Title: NFFA BROCHURES/EDUCATIONAL MATERIALS - PREQUAL

Description: This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of delivering/providing speciality National Fire Protection Association (NFPA) printed brochures, books and manuals for Miami-Dade County (MDC) departments.

Issuing Department: ISD  Contact Person: TONYA JAMES  Phone: 305-375-2038

Estimate Cost: $322,000.00

Funding Source:

GENERAL  FEDERAL  OTHER

220,000.00  80,000.00

ANALYSIS

Commodity Codes:

715-10  998-18  966-50  350-10

Contract/Project History of previous purchases three (3) years
Check here ☑ if this is a new contract/purchase with no previous history.

Contractor:

Small Business Enterprise:

Contract Value:

EXISTING  2ND YEAR  3RD YEAR

$  $  $

Comments:

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

RECOMMENDATIONS

SBE

Set-aside  Sub-contractor goal  Bid preference  Selection factor

Basis of recommendation:

Signed: TONYA JAMES  Date sent to SBD: 04/13/2017

Date returned to DPM:
PURPOSE

This Request to Qualify (RTQ) will establish a pool of pre-qualified vendors capable of delivering/providing specialty National Fire Protection Association (NFPA) printed brochures, books and manuals for various Miami-Dade County (MDC) departments on an as needed when needed basis.

TERM OF CONTRACT

Initial Term – Sixty (60) months

OTR – One (1) – Sixty (60) months Term
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) BROCHURES/EDUCATIONAL MATERIALS
PRE-QUALIFICATION POOL

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND: .......... N/A
CATALOGUE AND LISTS: .................................. N/A
CERTIFICATE OF COMPETENCY: ....................... N/A
EQUIPMENT LIST: ........................................ N/A
EXPEDITED PURCHASING PROGRAM (EPP): .... N/A
INDEMNIFICATION/INSURANCE: ...................... N/A
PRE-BID CONFERENCE/WALK-THRU: .............. N/A
SMALL BUSINESS ENTERPRISE MEASURE: ...... SEE SECTION 2, PARA. 2.2
SAMPLES/INFORMATION SHEETS: ................... N/A
MDPASECTION 3: ......................................... N/A
SITE VISIT/AFFIDAVIT: .................................. N/A
USER ACCESS PROGRAM: .............................. SEE SECTION 2, PARA. 2.21
WRITTEN WARRANTY: ..................................... N/A
LIVING WAGE: ............................................. N/A

FOR INFORMATION CONTACT:
Ruth Laureano, 305-375-5765, ruthi@miamidadegov

IMPORTANT NOTICE TO BIDDERS:

- Read this entire document and handle all questions in accordance with Section 1, Paragraph 1.2(D).

- Failure to sign bid submittal form in section 4 will render your bid non-responsive.
INVITATION TO BID

Bid Number: IB9196-0/17

Title: National Fire Protection Association (NFPA) Brochures/Educational Materials Pre-Qualification Pool

Procurement Contracting Associate: Ruth Laureano

Bids will be accepted until 2:00 p.m. on Friday, November 2, 2012

At the:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

Instructions:
• The ISD/PM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
• Each Bid submitted shall have the following information clearly marked on the face of the envelope:
The Bidder’s name
The Bidder’s return address
The Bid number
The Bid opening date
The title of the Bid
• All Sealed Informal Bids received time and date stamped by the Internal Services Department, Procurement Management Division (ISD/PM) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD/PM after the bid submittal deadline will be evaluated by ISD/PM, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.
• Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
• The Bidder may, at Bidder’s option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX.

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:

• FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

• THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION
SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all attachments.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder must indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
IBDP/M – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid invitations 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.
The Vendor Registration Package – shall refer to the Business Entity Registration Application.

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 the Department of Small Business Development at 111 N.W. 1st Street, 10th Floor, Miami, FL 33136, Phone 305-375-7673. Vendors can enroll online and obtain forms to register by visiting our website at Miami-Dade County Procurement Management - Vendor Services.

B. Vendor Registration

To be recommended for award of a contract the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2009, a new Vendor Registration Package, including a Uniform Affidavit Packet (UAP form) and an Affidavit of Affiliation with the Internal Services Department, Procurement Management Division, is available for downloading from the ISDPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33126.

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. 95-133, amending Section 2-8-1(8) of the County Code)

3. Miami-Dade Employment Drug-Free Workplace Certification (Section 2-8-1.2(6) of the County Code)

4. Miami-Dade Disability and Non-discrimination Affidavit (Article 1, Section 2-8-1.5 of 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 and 2-11(4)(c) of the County Code through (9) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11(4)(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 2-8-6 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 97-29)

12. Subcontractor/Supplier Listing (Ordinance 97-104)

13. Environmentally Acceptable Packaging Resolution (R-316-82)

14. W-9 and 8109 Forms

The vendor must furnish these forms as required by the Internal Revenue Service.

15. 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. Title names become your "County Vendor Number." To comply with Section 116.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISDPM 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.


Pursuant to Section 2-1078 of the County Code.

17. Small Business Enterprises

The County endeavors to obtain participation of 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.

18. Antitrust Laws

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

Pursuant to Section 287.333(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.
MIAMI-DADE COUNTY

SECTION 1
GENERAL TERMS AND CONDITIONS

- V -

Revised 10/01/12
B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant 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 feasibly will be heard or reviewed by the County Commission or a County board or committee.

1.23. COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 05-4, 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.
SECTION 2
SPECIAL CONDITIONS

National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to prequalify vendors for future pricing competition for the
purchase of National Fire Protection Association (NFPA) Brochures/Educational Materials in
conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

For awards valued up to and including $100,000, a 10% (ten percent) bid preference shall
apply for certified Micro Business Enterprise (Micro) bidders. For awards valued over
$100,000 and up to $1,000,000, a 10% (ten percent) bid preference shall apply for certified
Micro and SBE bidders. For awards valued over $1,000,000, a 5% (five percent) bid
preference shall apply for certified Micro and SBE bidders.

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

2.3 PRE BID CONFERENCE: INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIVE (5) YEARS

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 Department of
Procurement Management, and contingent upon the completion and submittal of all required
bid documents. The contract shall expire on the last day of the last month of the contract
term.

2.5 OPTION TO RENEW: INTENTIONALLY OMITTED

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT
MARKET PROCEDURES

2.6.1 Award of this contract will be made to all responsive, responsible vendors who meet
the minimum qualifications set forth in this solicitation.
SECTION 2
SPECIAL CONDITIONS

National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

2.6.2 The minimum qualifications are as follows. The vendor must be:

I. A manufacturer, authorized distributor or reseller of National Fire Protection Association (NFPA) for brochures/educational materials and other officially sanctioned literature as listed in Section 3 of this solicitation. All of the above must provide a letter from the manufacturer attesting to this.

II. Vendor must be able to provide primary and secondary contact information with the bid proposal submittal. Information shall include the contact person’s name, address, telephone number, fax number and e-mail address.

These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

2.7 PRICES: INTENTIONALLY OMITTED

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CANNOT BE CONSIDERED: NO SUBSTITUTE

The manufacturer’s name, contained in this solicitation is being used for the sole purpose of establishing the minimum requirement and prohibits the offer of another manufacturer’s items of equal material.

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE: INTENTIONALLY OMITTED

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATIONS: INTENTIONALLY OMITTED
SECTION 2
SPECIAL CONDITIONS

National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

2.15 METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:
   • The name of the business organization as specified on the contract between Miami-Dade County and vendor
   • Date of invoice
   • Invoice number
   • Vendor’s Federal Identification Number on file with Miami-Dade County

II. County Information:
   • Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:
   • Unit price of the goods, services or property provided
   • Extended total price of the goods, services or property
   • Applicable discounts

IV. Goods or Services Provided per Contract:
   • Description
   • Quantity

V. Delivery Information:
   • Delivery terms set forth within the Miami-Dade County Release Purchase Order
   • Location and date of delivery of goods, services or property
2.16 **SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at Miami-Dade Fire Department Supply at 6000 SW 87th Avenue, Miami, Florida 33173. Contact Person: Armando Corbett (Buyer) (786) 331-4238.

2.17 **DELIVERY SHALL BE WITHIN (15) DAYS AFTER DATE OF ORDER**

The vendor shall make deliveries within fifteen (15) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(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 vendor. In these cases, the vendor 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 vendor(s) to whom the contract(s) 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 after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to procure the goods elsewhere and to charge the incumbent vendor with any reprocurement costs. If the vendor fails to honor these reprocurement 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.

2.18 **BACK ORDERS MUST BE FILLED WITHIN TEN (10) CALENDAR DAYS**

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor’s manufacturer or distributor; the vendor shall insure that such back orders are filled within ten (10) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County’s authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated reprocurement costs. If the vendor fails to honor these reprocurement costs, the County may terminate the contract for default.

2.19 **WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED**
SECTION 2
SPECIAL CONDITIONS

National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ruth Laureano, at (305) 375-5765 or via e-mail at – ruthl@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

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

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

JOINT PURCHASE

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

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

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

National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by
Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract
solicitation and the resulting contract.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN’S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified
Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall
receive a bid preference of five percent of the price bid. A VBE 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
proposal submittal 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. This preference will only be used for evaluating and awarding the bids and shall
not affect the contract price. In procurements where Small Business Enterprises (SBE)
measures are being applied, a VBE who is also an SBE shall not receive the veteran’s
preference provided in this section and shall be limited to any applicable SBE preferences.
At the time of bid or proposal submission, the bidder must affirm in writing its compliance
with the certification requirements of Section 295.187 of the Florida Statutes and submit this
affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if
applicable to the contract, in full compliance with the specifications and requirements set
forth in this contract. If a vendor-provided product is determined to not meet the
specifications and requirements of this contract, either prior to acceptance or upon initial
inspection, the item will be returned, at vendor expense, to the vendor. At the County’s own
option, the vendor shall either provide a direct replacement for the item, or provide a full
credit for the returned item. The vendor shall not assess any additional charge(s) for any
conforming action taken by the County under this clause.

2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and
understood that any County department or agency may avail itself of this contract and
purchase any and all items specified herein from the successful bidder(s) at the contract
price(s) established herein. Under these circumstances, a separate purchase order shall be
issued by the County, which identifies the requirements of the additional County
department(s) or agency (ies).

2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.26 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

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 County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.
3.1 SCOPE OF WORK:

The purpose of this solicitation is to pre-qualify vendors for future pricing competition for the purchase of National Fire Protection Association (NFPA) brochures and educational materials in conjunction with the County's needs on an as needed basis.

This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of NFPA brochures and educational materials.

3.2 NFPA MATERIALS SPECIFICATIONS

The following is a listing of the NFPA educational materials currently used by Miami-Dade Fire Rescue Department. This list is being provided as a sample including but not limited to the following materials:

- Safety Brochures
- Coloring Books
- Stickers
- Magnets
- Newsletter
- Safety Bags
- Banners
- NFPA authorized Books and Literature
- Educational Manuals
- Code Enforcement Books and Manuals
- Reference Books and Manuals
- State and National Guidelines References

When required by the County, at a minimum, vendors must submit the brochures and stickers in packages of 100 and coloring books in packages of 30.
Submit Bid To:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

SECTION 4
BID SUBMITTAL FORM

OPENING: 2:00 P.M.
FRIDAY
NOVEMBER 2, 2012

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should
be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: ISD/PM Date Issued: 10/17/12
Ruth Laureano

This Bid Submittal Consists of Pages 9 through 13 &
Attached Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid
Submittal. Such other contract provisions, specifications, drawings or other data as are attached or
incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the
Board at the address shown above until the above stated time and date, and at that time, publicly
opened for furnishing the supplies or services described in the accompanying Bid Submittal
Requirement.

Title:
National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon
execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE

ACCEPTED _______ HIGHER THAN LOW _______
NON-RESPONSIVE _______ NON-RESPONSIBLE _______
DATE B.C.C. _______ NO BID _______
ITEM NOS. ACCEPTED _______
COMMODITY CODE: 305-48, 715-10
Procurement Contracting Associate | Ruth Laureano

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID
NON-RESPONSIVE.
**SECTION 4**
**BID SUBMITTAL FOR:**
National Fire Protection Association (NFPA) Brochures/Educational Materials
Pre-Qualification Pool

**FIRM NAME:**

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**CHECKLIST FOR REQUIRED ATTACHMENTS**
(This checklist must be completed by all bidders)

<table>
<thead>
<tr>
<th>Reference:</th>
<th>Requirements</th>
<th>Check as Completed</th>
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</thead>
<tbody>
<tr>
<td>Section 2, Paragraph 2.6.2 (I)</td>
<td>Attach manufacturer's letter attesting that the vendor is a manufacturer, distributor or reseller of National Fire Protection Association (NFPA) for brochures and educational materials.</td>
<td>___</td>
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<td>Section 2, Paragraph 2.6.2 (II)</td>
<td>Vendor must be able to provide contact information with the bid proposal submittal. Information shall include a primary and secondary contact person's name, address, telephone number, fax number and e-mail address.</td>
<td>___</td>
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**Section 2, Paragraph 2.6.2 (II) - Contact Information**

**Primary Contact Name:**

**Address:**

**E-Mail Address:**

**Telephone Number:**

**Fax Number:**

**Secondary Contact Name:**

**Address:**

**E-Mail Address:**

**Telephone Number:**

**Fax Number:**

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SECTION 4
BID SUBMITTAL FOR:
National Fire Protection Association (NFPA) Brochures/Educational Materials Pre-Qualification Pool

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated ____________________________
Addendum #2, Dated ____________________________
Addendum #3, Dated ____________________________
Addendum #4, Dated ____________________________
Addendum #5, Dated ____________________________
Addendum #6, Dated ____________________________
Addendum #7, Dated ____________________________
Addendum #8, Dated ____________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ________________________________

AUTHORIZED SIGNATURE: ____________________ DATE: __________

TITLE OF OFFICER: __________________________
Bid Title: National Fire Protection Association (NFPA) Brochures/Educational Materials Pre-Qualification Pool

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 at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the 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 proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space:

In such event, the proposer shall furnish together with its proposal 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 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 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.

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

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

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, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.
Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program
For the County’s information, the bidder is requested to indicate, at ‘A’ and ‘B’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder’s expression of general interest at ‘A’ and ‘B’ below is for the County’s information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

   Yes ________  No ________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

   Yes ________  No ________

Firm Name:________________________________________________________________________

Street Address:_____________________________________________________________________

Mailing Address (if different):__________________________________________________________

Telephone No.:____________________________ Fax No.:____________________________

Email Address:______________________________________________________________________

FEIN No. / / - / / / / / / /

Prompt Payment Terms: ___% _____ days net _____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature:________________________________________________________________________

(Signature of authorized agent)

*“By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.”

Print Name:_______________________________________________________________________

Title:___________________________________________________________________________

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

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Revised 10/01/12
APPENDIX

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

Federal Employer Identification Number (FEIN):

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>Affidavits and Legislation/ Governing Body</th>
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<tbody>
<tr>
<td></td>
<td>1. Miami-Dade County Ownership Disclosure</td>
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<td>Sec. 2-8.1 of the County Code</td>
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<td></td>
<td>2. Miami-Dade County Employment Disclosure</td>
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<td>County Ordinance No. 96-135, amending Sec. 2-8.1(d)(2) of the County Code</td>
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<td>3. Miami-Dade County Employment Drug-free Workplace Certification</td>
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<td>Sec. 2-8.12(b) of the County Code</td>
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<td>4. Miami-Dade County Disability Non-Discrimination</td>
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<td>Article 1, Section 2-8.1.5 Resolution R/162-00 amending R-365-93</td>
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<td>5. Miami-Dade County Debarment Disclosure</td>
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<td>Sec. 10.38 of the County Code</td>
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<td>6. Miami-Dade County Vendor Obligation to County</td>
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<td>Section 2-8.1 of the County Code</td>
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<td></td>
<td>7. Miami-Dade County Code of Business Ethics</td>
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<td>Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (A) and (K) of the County Code and County Ordinance No. 09-1 amending Section 2-11.1(c) of the County Code</td>
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<td>8. Miami-Dade County Family Leave</td>
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<td>Article V of Chapter 11 of the County Code</td>
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<td>9. Miami-Dade County Living Wage</td>
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<td>Section 2-8.9 of the County Code</td>
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<td>10. Miami-Dade County Domestic Leave and Reporting</td>
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<td>Article 8, Section 11A-60 11A-67 of the County Code</td>
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<tr>
<th>Printed Name of Affiant</th>
<th>Printed Title of Affiant</th>
<th>Signature of Affiant</th>
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Name of Firm

Address of Firm

State

Zip Code

Notary Public Information

Notary Public -- State of ______________________ County of ______________________

Subscribed and sworn to (or affirmed) before me this ______________ day of ______________________, 20___

by ______________________

He or she is personally known to me □ or has produced identification □

Type of Identification produced ______________________

Signature of Notary Public ______________________

Print or Stamp of Notary Public ______________________

Expiration Date ______________________

Notary Public Seal ______________________
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

______________________________  _______________
Signature                                      Date
<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Gender</th>
<th>Race/Ethnicity</th>
<th>Employment</th>
<th>Gender</th>
<th>Race/Ethnicity</th>
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**Business Name and Address of First Tier Direct Supplier**

**Principal Owner**

**Services to be Provided by Supplier**

**Principal Owner**

**Gender** | **Race/Ethnicity** | **Employment**
---|---|---
| | | |

---

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

Signature of Bidder/Respondent: ____________________________
Print Name: ____________________________
Print Title: ____________________________
Date: ____________________________

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