



BID NO.: 1016-0/15

**OPENING: 2:00 P.M.
Wednesday
December 7, 2011**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Window Treatments and Related Items – Prequalification

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:	See Section 2, Paragraph 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	See Section 2, Paragraph 2.2
.....	
SAMPLES/INFORMATION SHEETS:.....	N/A
SECTION 3 – (PHCD):.....	See Attached, Appendix A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:.....	See Section 2, Paragraph 2.21
WRITTEN WARRANTY:	See Section 2, Paragraph 2.19

FOR INFORMATION CONTACT:

Sherry Clentscale, 305-375-2179, sclents@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 1016-0/15

Bid Title: Window Treatments and Related Items – Prequalification

Procurement Officer: Sherry Clentscale, CPPB

Bids will be accepted until 2:00 p.m. on December 7, 2011

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 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

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 BIDDER 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 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

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

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.

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

For additional information about on-line vendor enrollment or vendor registration 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 www.miamidade.gov/dpm

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. 1 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 Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) 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 DPM website at www.miamidade.gov 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. **Environmentally Acceptable Packaging** Resolution (R-738-92)
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. 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 DPM 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
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
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.
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**
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 Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent 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. The Department of 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 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 firms 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 DPM 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.

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 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.

SECTION 1
GENERAL TERMS AND CONDITIONS

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 DPM will decide all the 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

- A. 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.
- B. 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.

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 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, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the 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.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. 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 Administrative Order No.3-21.

SECTION 1
GENERAL TERMS AND CONDITIONS

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.

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.

1.16. 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.

1.17. DELIVERY

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

1.18. 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 and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. 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.

1.20. COLLUSION

A contractor 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 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.

1.21. 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.

1.22. 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."

1.23. 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 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.

1.24. 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.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor 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 Contractor 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 Contractor 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.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.26 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.

1.27 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.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers 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." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. 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.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

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

1.31 LOBBYIST CONTINGENCY FEES

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

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is 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 foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 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.

SECTION 2
SPECIAL CONDITIONS

Window Treatments and Related Items – Prequalification

2.1 PURPOSE

The purpose of this solicitation is to pre-qualify vendors for future pricing competition to provide window treatments and related items, including supplying, delivering, installation, and repairs for various Miami-Dade County departments, 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, in Paragraph 2.6 of this solicitation. All vendors who meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments for the purchase of window treatments and related items.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference) Small Business Measures do not apply to federal funds.

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

A 10% percent bid preference shall apply to awards valued up to \$1 million and a 5% percent bid preference shall apply to awards greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) 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 the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

The SBE/Micro Business Enterprise 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: THREE (3) 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 Procurement Management; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect through the last day of the 36th month and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

Window Treatments and Related Items – Prequalification

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.
- 2.6.2 The minimum qualifications are as follows. The vendor must be:
- i. A manufacturer, authorized distributor or reseller of window treatments and related items for the manufacturers' brands listed in Section 3 of this solicitation. All of the above must provide a letter from the manufacturer attesting to this.
 - ii. Must have a working email for communication and must designate an emergency contact person and phone number.
 - iii. The vendor shall be regularly engaged in the business of providing window treatments and related items to commercial customers. As such, the vendor must submit a list of references with its bid submittal.
- 2.6.3 Vendors deemed to be pre-qualified shall 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.
- 2.6.4 Spot market pricing procedures may be initiated by either the using County department or by Procurement Management. In general, written spot market quotes will be requested from all prequalified vendors whenever possible.
- 2.6.5 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.

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Window Treatments and Related Items – Prequalification

2.7 PRICES SHALL BE FIXED AND FIRM

The prices offered by the prequalified vendors on any subsequent spot market quotations shall remain fixed and firm until the items are delivered and accepted by an authorized County representative.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCTS

See Section 3, Paragraph 3.3

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE: Type 1 – General Service and Maintenance

2.11.1 Awarded vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Awarded vendor or its employees, agents, servants, partners principals or subcontractors. Awarded vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Awarded vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Awarded vendor 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.

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

- a. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

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- b. 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.

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

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

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

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

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

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

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
 111 NW 1st STREET
 SUITE 2340
 MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days,

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may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: Periodic Invoices for Completed Purchases

2.15.1 The vendor shall submit an invoice to the County user department 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.

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2.15.2 All invoices shall contain the following basic information:

- a. 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
- b. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- c. Pricing Information:
 - Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- d. Goods or Services Provided per Contract:
 - Description
 - Quantity
- e. Delivery Information:
 - Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS

All vendors 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.

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2.17 DELIVERY REQUIREMENTS: AS STATED IN SUBSEQUENT SPOT MARKET QUOTATION REQUESTS

2.17.1 The delivery date for each project will be stated in the subsequent spot market quotation request for that specific project. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor; 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.

2.17.2 Should the vendor to whom a purchase order is awarded fail to deliver in the number of days stated in the spot market request or purchase order, the County reserves the right to cancel the purchase order on a default basis after any back order period that is allowed has elapsed. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the vendor from the contract for default.

2.17.3 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, the vendor shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDERS ALLOWANCE

The County shall not accept any back orders or delays in work completion from the vendor unless written authorization is issued by the County department. Accordingly, the vendor is required to deliver all items and complete the work assigned to the vendor within the time established by the department's spot market quotation purchase order and no grace period shall be honored. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM

2.19.1 Type of Warranty Coverage Required (minimum one (1) year)

- a. In response to spot market quotation requests, the vendor shall provide a copy of its written warranty certificates with its offer, or upon request from

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SPECIAL CONDITIONS

Window Treatments and Related Items – Prequalification

the County. The vendor shall warrant its work against defective labor, repairs, or installation. Failure to meet these requirements may result in the offer being rejected. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions. The vendor's warranty must be for a minimum of one (1) year, for both materials and labor.

2.19.2 Correcting Defects Covered Under Warranty

- a. Vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made **within five (5)** working days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County **within two (2) working** days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, may obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Sherry Clentscale at (305) 375-2179 or by email address sclements@miamidadegov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

2.21.1 User Access Fee

- a. 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

SECTION 2
SPECIAL CONDITIONS

Window Treatments and Related Items – Prequalification

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.

- b. 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.

2.21.2 Joint Purchase

- a. 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.
- b. 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.
- c. 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.

2.21.3 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.

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Window Treatments and Related Items – Prequalification

2.22 LOCAL CERTIFIED SERVICE-DISABLED VETERAN’S BUSINESS PREFERENCE- Veteran’s Business Measures do not apply to federal funds.

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 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items or services specified herein from the vendors. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the County department or agency.

2.24 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United State Code, which address Affirmative Action requirements for handicapped workers is incorporated into this contract by reference.

2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

All materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this 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

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SPECIAL CONDITIONS

Window Treatments and Related Items – Prequalification

the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense, (2) The County may require the vendor to replace the materials at the vendor's expense; and (3) the County may cancel the contract.

2.26 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon project completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.27 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (PHCD) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Public Housing and Community Development Department (PHCD). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation: Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), Section 2 Paragraph 2.21 (County User Access Program - UAP); and Section 2 Paragraph 2.22 (Local Certified Service-Disabled Veteran's Business Preference) and any other clause that is not allowed.

2.28 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT MINIMUM WAGES BASED ON THE DAVIS BACON ACT (Federal Funds Utilized)

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the vendor for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this term of this contract.

Vendor shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies of their payroll whenever requested, allow the County to performs interviews to their work force and allow the County to inspect their payrolls as it may deem necessary.

Section 2, paragraph 2.28 shall be used only when federal funds are utilized for specific project not exceeding \$50,000.00 each.

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2.29 MIAMI-DADE HOUSING SECTION 3 REQUIREMENTS

This contract is a Section 3 covered activity for Miami-Dade Public Housing and Community Development Department (PHCD). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

Bidder(s) are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Appendix "A" and Attachment 1). An executed Plan document is the Bidder's certification that Bidders will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted).

SECTION 3
TECHNICAL SPECIFICATIONS

Window Treatments and Related Items – Prequalification

3.1 SCOPE

This solicitation will create a pre-qualification pool of vendors who have met or exceeded the minimum criteria established in this Invitation to Bid. This list of pre-qualified vendors may be accessed by County departments in order to obtain price quotations for the provision of window drapery, curtains, blinds, shades and related items in conjunction with the County's needs on an as needed basis. These specifications cover the minimum requirements for all knit, lace, foam-back, stitch-bonded, conventional weights, and sheer woven fabrics to be used in the manufacture of curtains and draperies, including the purchase, installation, or repair of these and related items, spot market quote requests may include additional or alternate requirements.

3.2 MINIMUM REQUIREMENTS

3.2.1 VERTICAL BLINDS

- a. Fabricate using the Graber G-71 Super-Vue Vertical Blind Channels, or approved equal, with a 10 year warranty. G-71 Head Channel as manufactured by Graber Industries, Inc., Middleton, WI 53562, or an approved equal. Complete with accessory items required for installation.
- b. Electrostatic painted baked enamel and decorative aluminum inserts shall be available.
- c. Pantograph Spacing System shall be evenly spaced when traversed across the head channel. Overlap shall not be less than 3/8". Central housings within 1-3/8"high head channel.
- d. Louver materials offered; including soft louvers with louver weights connected by means of bead chain and clips.
- e. Special Metal Louver and Positions of Controls will be specified by Miami-Dade County User Department indicating opening, stacking, and control operation of traversing and rotation mechanism, and #10 nickel plated bead chain.
- f. Vendor shall measure and manufacture above to fabricate blind units to fill openings completely from head to sill and jamb to jamb. For continuous window wall installations, fabricate blinds so that ends occur only over mullions or other defined vertical separations, unless otherwise directed by User Department.
- g. Cord shall have a minimum breaking strength of 150 pounds.

SECTION 3
TECHNICAL SPECIFICATIONS

Window Treatments and Related Items – Prequalification

- h. An additional 3 years minimum warranty on all materials to run concurrent with installation warranty for defects.

3.2.2 PERFORMANCE REQUIREMENTS (Testing) American Society for Testing and Materials (ASTM) D3691

When tested, the properties of woven, lace and knits used in the manufacture of curtains and draperies, shall conform to ASTM D3691-02 (incorporated by reference).

NOTE: By mutual agreement between the County Department and the supplier, exceptions/modifications to the performance requirements, may be allowed if approved by County Departments.

3.2.3 VERTICAL FLAMMABILITY TEST National Fire Protection Association (NFPA) 701 LARGE SCALE PROCEDURE

All draperies, curtains, window shades and related items shall comply with the Acceptance Criteria of NFPA 701 (incorporated by reference) Large Scale Procedure. Testing of draperies, curtains, window shades and related items shall be conducted as follows:

- a. Initially before laundering or dry cleaning and
- b. After five (5) launderings or
- c. After five (5) dry cleanings

The supplier shall specify which cleaning method should be used for its product.

3.2.4 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 701 LARGE SCALE TEST

- a. PURPOSE OF TEST:

To measure the resistance to ignition of a fabric (usually draperies or hospital cubicle curtains) when subjected to a very severe flame exposure while the fabric is held in a slightly restrained vertical position.

- b. BRIEF DESCRIPTION OF TEST:

The test is divided into two parts: single strip, and simulated drapery folds. In both parts of the test, the material is subjected to an 11" high flame for a period of 2 minutes. The bottom edge of the test specimen hangs 7.0" into the test flame.

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Window Treatments and Related Items – Prequalification

c. CRITERIA: PASS/FAIL

Part #1 Single Strip Specimen (5" X 7'):

Char Length* - 10" maximum

After Flame - 2 seconds maximum

Drip Burn - Prohibited

Part #2 Drapery Fold Specimen (25" X 7'):

Char Length* - 35" maximum

After Flame - 2 seconds maximum

Drip Burn - Prohibited

(* Char Length measurement begins from the tip of the igniting flame.)

d. STORAGE FACILITIES AND JOB SITE ACCESS:

Prior to the time the drapery hardware and equipment are to be delivered to building sites and prior to start of installation work, the vendor shall make arrangements with Interior Design and Building Management Supervisor for assignment of building entry to be used, pathway through building, storage area for drapery and/or blinds and rooms where installation of drapery and blinds may best be stored.

e. SECURITY, DELIVERY TIMES AND INSTALLATION TIME (NEW BUILDINGS):

Delivery and installation of drapery and blinds shall not begin until the building is weatherproofed and secure with windows, doors and locks installed, or until a portion of the building is weatherproofed, and secure so that materials may be locked up. Air conditioning must be on and balanced prior to start of installation. Until the building is accepted as substantially complete by the County, the Building General Contractor will be responsible for building security. Until building is accepted as substantially complete, delivery times and installation times for furnishings and equipment shall be during Building General Contractor's normal working days Monday through Friday, excepting legal holidays and during the Building General Contractor's normal working hours 8:00 A.M. through 4:30P.M. If the vendor desires to deliver and install furnishings and equipment at times other than normal working days and normal working hours, vendor, upon proper notice and at no additional cost to the County, shall arrange with the Building General Contractor to pay for one of their employees to unlock building, to be present during delivery and installation of furnishings and equipment and to lock up the building when workers leave the building.

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3.2.5 QUALIFIED PRODUCTS FOR HARDWARE

- a. Kirsch Superfine Traverse Rods, or approved equal, with tension pulley cording #4 - Nylon outer casing with fiberglass center.
- b. Graber Super-heavy Duty Traverse Rods, or approved equal, with tension pulley.
- c. OB/MASCO track and hardware accessories.

3.2.6 QUALIFIED PRODUCTS FOR BLINDS

The end clearance of each aluminum slat shall not exceed 1/4 inch from each side of the window opening for jamb installation. For face installation slats shall overlap jamb by 1-1/2 inches minimum at each end where possible, unless light proof channels are required for inside same installations. Bottom rail shall have molded plastic end caps with bottom flange shall protect jamb and sill. Tassel shall be attached to lift cord not less than 9 inches from the head. Cords shall be dyed to color standards. All dry color pigments used in coatings shall be for interior and exterior use and shall meet Federal lead content standards. The blinds shall be free of sharp edges, burrs or other defects which might be harmful to its operation or to persons or materials in contact with them.

3.2.7 WINDOW SHADE (MATERIAL CONTENT)

- a. Material - 140 thread count cotton fabric cambric vinyl impregnated and coated shall be washable, flame resistant, sun resistant, straight hanging.
- b. Fiberglass constructed - tightly woven duck type shade cloth with all the benefits of glass fiber construction. Non Curl - flame resistant colorfast - scrubbable, long wearing - vinyl coated.
- c. Laminated Shades - shall be laminated w/140 count cambric vinyl impregnated and coated and shall be washable, stain resistant, - fire resistant U.S. Government Specifications CCC-C-521d.
- d. Option of trim and hem treatment for all groups.
- e. Valances shall be included with options of matching or decorative hem treatment and trim options.

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- f. All pulls and grips for window shades shall be provided by the awarded vendor.

3.2.8 WOVEN WOOD SHADES

Roman style shades shall include all brackets nylon cording, cord weight, end cleat and enclosed metal rod for bottom hem - 9" valance shall be attached to the shades.

3.2.9 FABRIC (DRAPERY)

a. WIDTHS

This specification covers drapery fabrication for pinch pleated type (three Finger French Pinch Pleated). Finish panel sizes unlined material - option of Box Pleated drapery shall be included.

- i. Finished panel width 16-3/4" to 17-1/4". Fabric width before pleating 45" to 46".
- ii. Finished panel width 18" to 20". Fabric width before pleating 48" to 50".
- iii. Finish panel width 22-1/2". Fabric width before pleating 54" to 60".
- iv. Finished panel width 24-3/4" to 25-1/2". Fabric width before pleating 66" to 72".
- v. Finished panel width 39". Fabric width before pleating 105".
- vi. Finish panel width 43" to 44-1/4". Fabric width before pleating 115" to 118".

b. BUCKRAM & CRINOLIN HEADING

- i. 4" permanent heavyweight Buckram Heading Material white resin (finish 25) 60 x 48 thread count. Washable and dry cleanable each pleat tacked 1/2" above bottom of pleat "pinch pleated panel" and "top head hem".
- ii. 4" permanent Crinolin Heading Material double sheers turned over or 4" permanent medium weight and white resin (finish 25) 44 x 36 thread count washable and dry cleanable, "top (head) hem".

SECTION 3
TECHNICAL SPECIFICATIONS

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iii. Option of colored buckram to be used on open weave casements.

c. HEMS & FINISHING

i. 1-1/2" side hems - blind stitched - except blackouts.

ii. Bottom hem shall be 4" double fold, and blind stitched vinyl covered lead weights shall be used at all seams and corners, "double bottom hem".

iii. Weighted tapes shall be required in lighter casement and sheers. Use of 6" bottom hem when required by the County.

iv. Completed drapery to be flat pressed and finished to provide even header, even hem lines and even spaced folds between each pleat. Pleats are fan folded so as not to have sharp creases.

d. SEAMS

i. All seams on multiple width drapes to be overlooked with safety stitch. Seams shall occur on inside of pleat fold - not visible from front view.

ii. Box pleated panels shall have double stitch locked seams. Seam shall occur at inside of pleat where sizes of panel require multiple widths of fabric.

e. FLAME RETARDANCY

Lined drapery for sateen 108 count, flame proofed shall be fabricated together with all 45" to 48" width fabric available on specialty or wholesale lists listed for 116" material or 115" in 50% polyester, or 100% cotton or rayon and shall require heavy duty offset drapery hooks. Fabric liners, when required, shall be fabricated with line opaque fabric, or any lining or fabric selected meeting the small scale or large scale flame resistance requirements of NFPA 701. Flame retardancy treatment used on non-inherently fire retardant yarns shall not be composed of any compounds which are suspected of being hazardous or injurious to any personnel handling or coming into contact with curtains, drapes or bedspreads. Flame retardant compounds which shall not be used include all those compounds which have been banned or are considered suspect by the Consumer Product Commission of the Environmental Protection Agency, Washington, D.C.

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f. CERTIFICATION

A flame spread certificate shall be supplied on each job, at the request of the County, for drapery meeting ASTM-E84 (Incorporated by reference) with a flame spread rate of 25 or less for class A or flame-spread. Spread rate of 75 or less for class B use and all selection of materials shall be in conformance with New York Port Authority and Boston Fire Department and latest Miami Dade County requirements, as may be required. It is the intent of the County to require inherently flame resistant; and flame-proofed fabrics for all projects. All fabrics to have a certificate notarized by flame-proofer dated for each project when required. A maximum of 20 dry- cleanings shall be required as to flame-proofing method and certification.

g. SOIL REPELLANT TREATMENT

Spotproofing, such as Zepel, AA protection, or Scotchguard, or an approved equal, to be included in quote if required by the County department. Additional yardages needed for shrinkage to be included at net cost.

h. PRINTING, SCREEN ON ROLLER

Printing charges if applicable and required by County department, shall be included in the quote.

3.2.10 INTERIOR WOOD SHUTTERS

a. Hand select "A" grade cottonwood, sanded, stained or painted as specified by County department. All construction to be premium grade Architectural Woodwork Institute (AWI) standard. Imperfection such as pin knots, spots and checks are not allowed.

b. All installations shall be custom fit and scribed to existing openings. Framing shall be designed to support wood shutters. Any warping due to hardware failure, improper installation, or sealing of material shall be replaced at no cost to Miami-Dade County for a period of one (1) year from date of acceptance of installation by County. Quotations shall be submitted by the vendor with shop drawings for approval prior to fabrication. Shop drawings are to indicate fixed and movable louvers adjustable with dimensions also indicating finished openings and framing if openings require jamb reinforcement to guarantee non binding operation.

SECTION 3
TECHNICAL SPECIFICATIONS

Window Treatments and Related Items – Prequalification

3.3 EQUAL PRODUCTS

- 3.3.1 The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated herein.
- 3.3.2 The invitation to quote shall require submission of the following documentation to enable County evaluation of "equal" products, upon specific request:
- i. Product Information Sheets
 - ii. Product Samples
- 3.3.3 If an "equal" product may be considered by the County in accordance with the quote, the unit shall be equal in quality and standards of performance to the item specified in the solicitation.
- a. Where an "equal" item is offered, and product information sheets are required, the vendor must submit two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation and the request to quote. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.
- 3.3.4 If samples of all "equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted the time of specific request. Failure to meet this requirement may result in the offer being rejected.
- 3.3.5 The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Quote Form are the only products that will be accepted under the spot market.

SECTION 3
TECHNICAL SPECIFICATIONS

Window Treatments and Related Items – Prequalification

3.4 MANUFACTURERS

- a. Maharam Fabric Corporation 14. Valley Forge
- b. Kasmir-Frank Associates 15. Lord Jay
- c. Coral of Chicago 16. S & S Fabrics
- e. Dazion Inc. 17. Blautex
- f. Saul S. Siegel Co. 18. Ben Rose LTD
- g. Frankel & Assoc. 19. Graber
- h. Design Tex Fabrics 20. Levolor
- i. Arc Com Fabrics 21. Joanna Western
- j. Carosel Designs 22. Webb Textiles
- k. Sistrunk 23. Kirsch
- l. Boris Kroll Fabrics Inc. 24. C - Mor
- m. Phifer Wire Products 25. Sistrunk
- n. American Textile Co., Inc.

Once the contract is awarded, additional manufacturers of Blinds & Drapery may be added to the list above during the term of the contract.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
December 7, 2011



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: **SC** DPM Date Issued: 11/14/11 This Bid Submittal Consists of Pages **22** through **26**

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:
Window Treatments and Related Items – Prequalification

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 _____	FIRM NAME _____
ITEM NOS. ACCEPTED _____		
COMMODITY CODE: 265-20		
Procurement Contracting Officer I Sherry Clentscale		

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4
BID SUBMITTAL FOR:
Window Treatments and Related Items – Prequalification

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: Window Treatments and Related Items – Prequalification

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

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) shall render the vendor ineligible for Local Preference.

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.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

APPENDIX "A"
MIAMI-DADE PUBLIC HOUSING and COMMUNITY DEVELOPMENT (PHCD)
SECTION 3 OF THE HUD ACT OF 1968

CONE OF SILENCE EXEMPTION. PHCD staff and bidders may communicate orally while a bid is in progress and prior to award of bid to clarify Section 3 definitions, requirements and business preference procedures, pursuant to the Miami-Dade Commission on Ethics opinion on March 10, 2004.

I. GENERAL REQUIREMENTS FOR MDPHA ONLY

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). Bidders interested in receiving copy of this regulation may email their request to Miami-Dade Public Housing and Community Development (PHCD) Resident Services Unit at section3@miamidade.gov. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative marketing plan requirements, which require the contractor to take all necessary affirmative marketing steps to ensure small, minority and women-owned business enterprises are used only, if subcontracting is applicable to this contract.

II. SECTION 3 DEFINITIONS

The term "Section 3 business" is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC's low income household limits (see "Miami-Dade Income Limits") or whose firms include 30% of these persons as full-time employees.

The term "new hires" is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term "Section 3 Resident" is defined as follows:

A **Section 3 Resident** is an individual who lives in Miami-Dade County and (a) is a resident of public housing; **or** (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); **or** is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); **or** (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2010 INCOME LIMITS

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
*Very Low Income (50%)	\$24,650	\$28,150	\$31,650	\$35,150	\$38,000	\$40,800	\$43,600	\$46,400
** Low-Income (80%)	\$39,400	\$45,000	\$50,650	\$56,250	\$60,750	\$65,250	\$69,750	\$74,250

III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of PHCD requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a PHCD pre-certified Section 3 business meets the “X” factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, “Section 3 Business Priority Rankings”, if that bid: is within the maximum total contract price established in PHCD’s budget, and is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, up to \$9,000
When the lowest responsive bid is between:	
\$100,000, but less than \$200,000	9% of that bid, up to \$16,000
\$200,000, but less than \$300,000	8% of that bid, up to \$21,000
\$300,000, but less than \$400,000	7% of that bid, up to \$24,000
\$400,000, but less than \$500,000	6% of that bid, up to \$25,000
\$500,000, but less than \$1 million	5% of that bid, up to \$40,000
\$1 million, but less than \$2 million	4% of that bid, up to \$60,000
\$2 million, but less than \$4 million	3% of that bid, up to \$80,000
\$4 million, but less than \$7 million	2% of that bid, up to \$105,000
\$7 million or more	1 %of lowest/responsive bid, with no dollar limit

3. For information on how to become a PHCD -certified Section 3 business, download application at www.miamidade.gov/housing/section3 or email, PHCD Resident Services Unit, at section3@miamidade.gov.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by PHCD as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, “ Section 3 Business Preference Claim”** (Attachment 2) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, “Section 3 Required Documents to Be Submitted with Each PHCD Bid (When Subcontracting is Not Applicable)”, page 3, and Section VI “Section 3 Required Contractor and Subcontractor Post-Award Procedures (PHCD Projects Only)”.
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)

- PR#1:** 51% or more owned by PHCD public housing residents, or whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
- PR#2:** Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc., at 305- 377-9922, or Fax 305-373-9922 (**Category 2 Businesses**);
- PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);
- PR#4:** a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); or
- b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH PHCD BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

This contract is a Section 3 covered activity (Miami-Dade Public Housing and Community Development (PHCD) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Appendix Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards; and (b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200-B, "Section 3 Business Preference Claim"* (Attachment 2), with the bid (see Section II., Section 3 Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by PHCD as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (PHCD PROJECTS ONLY)

1. The contractor must submit required PHCD post-award forms (presented at a PHCD post-award meeting), during the performance of the contract in the frequency and format requested by PHCD.
2. Contractor will be required to submit documentation to PHCD of efforts and results made to train and employ Section 3 residents (resulting from PHCD awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by PHCD.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this PHCD project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, "Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.
4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through PHCD projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using PHCD forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from PHCD awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. PHCD public housing residents (Category 1 residents);
2. Participants in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922, or Fax 305-373-9922 (Category 2 residents);
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (Category 3 residents); or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (Category 4 residents).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact the South Florida Workforce, at 305-693-2060, 7900 NW 27 Avenue, Miami, FL 33147.

IX. SECTION 3 CLAUSE

The *Section 3 Clause* found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The awarded contractor and subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

SECTION 3 CLAUSE

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name: _____ Contact Name: _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm’s Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development’s (USHUD) S-3 regulation at 24 CFR Part 135.

Recruitment Procedures Required to Fill Vacant or New Contractor or Consultant or Subcontractor Positions (only if subcontracting is permitted) Resulting from all PHCD Project Awards

1. The PHCD Section 3 Coordinator may assist by providing referrals for economic opportunities from public housing, other housing program recipients and Section 3 residents.
2. Advertise at job site and surrounding neighborhood for targeted workers and use *Document 00404, “Section 3 Language for News Ads, Flyers and Job Notices”* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youth build employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present *Document 00401, “Section 3 Resident Preference Claim Form”* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, “Section 3 Resident or Employee Household Income Certification Form”* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and sub consultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, “Training & Employment Outreach Documentation” form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
9. Consultant is responsible for collection of sub consultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when sub consultant(s) hire workers for vacant or new positions in connection with PHCD awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful PHCD bidder only, and will be distributed at each pre-construction meeting.

Contractor’s Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable only on Projects which permit Subcontracting).

Consultant will follow Plan’s affirmative marketing steps for each PHCD award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses,

where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide PHCD with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

1. Refer any interested sub consultants that may meet the criteria to become a certified S-3 business to PHCD *Resident Services Unit* for S-3 business application assistance. The application to become a Section 3 pre-certified business is available at <http://www.miamidade.gov/housing/section3.asp>.
2. You may solicit Section 3 pre-certified businesses from PHCD S-3 business lists by emailing a request to the Section 3 Coordinator at section3@miamidade.gov.
3. Contact *Department of Small Business Development (SBD)*, 305-375-3111 or via email miamidade.gov to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 sub consultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
5. Fax, send or deliver "**Sub consultant Solicitation to Section 3, Small, Minority and Women Businesses**" form, to all prospective sub consultant firms solicited for each MDPHA award.
6. Allow each sub consultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "**Letters of Intent**" forms received from S-3, small, and minority, and women-owned sub consultants. Request sub consultants not interested or unavailable to bid to provide consultant with "**Certificate of Unavailability**" form.
7. Use the "**Outreach Documentation Form**" to document recruitment and follow-up with sub consultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses; second, if the sub consultant's bid amount would make the project infeasible.
9. Submit the following evidence to PHCD when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one). Other post-award required submittals include *Document 00430, "List of Subcontractors/Sub consultants"*, and, from consultant and its sub consultants or subcontractors, *Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Sub consultant Certification"*.
10. For each PHCD project award, retain documentation of outreach efforts and responses received from any organizations and sub consultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if successful bidder will be subcontracting (where subcontracting is permitted)

(To obtain copies or additional information send request to PHCD Section 3 Coordinator at email section3@miamidade.gov).

Sign and Print Firm Official's Name and Title

Submission Date ____/____/____

Firm Name/Address

Firm Telephone and Fax Numbers: _____

A:\00400 A 3-1 Rev. 032902.doc rev. 11/14/11

DOCUMENT REQUIRED WITH BID
DOCUMENT 00200-B

ATTACHMENT 2

SECTION 3 BUSINESS PREFERENCE CLAIM FORM

This document applies to current PHCD certified Section 3 (S-3) businesses who wish to claim a bidder's preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder's preference. The S-3 Business application is available at <http://www.miamidade.gov/housing/section3.asp> or by request to the Section 3 Coordinator, at email section3@miamidade.gov.

Only initial those items applicable to your firm.

1. ____ (Initial) _____ (Firm Name) was certified by PHCD as a S-3 Business on ____ (Date). Said firm is claiming a preference for the bid, identified below.
2. ____ (Initial) Firm's original business certification was based on proof that firm owner was low or very low income. Firm owner's current family income meets the definition of a very-low or low-income household.
3. ____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of S-3 full-time employees to non-S-3 employees continues to be at least 30% or higher.
4. ____ (Initial) Said firm has attached Document 00452, "Employee List". This list includes all current employees and is back-up for item no. 3 above.
5. ____ (Initial) Said firm has attached, for each new S-3 employee (hired since original business certification date shown under item one above, if this proof has not previously been provided to PHCD Office of Compliance staff), Documents 00401, "Resident or Employee Preference Claim" and 00402, "Household Income Verification", or other applicable documentation, to demonstrate whether any new employees who have been hired after date of business certification meet the definition of a low or very-low income Miami-Dade family (based on household size and family income).

If items 4 and 5 above are initialed by bidder and/or applicable to bidder, bidder must attach the listed S-3 documentation. FAILURE TO DO SO SHALL INVALIDATE BIDDER'S S-3 BUSINESS PREFERENCE CLAIM.

BID NUMBER _____ **BID NAME** _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: ____/____/____

Firm Name _____ **Contact Name** _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade

Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135.

Recruitment Procedures Required to Fill Vacant or New Consultant/Subconsultant Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)

4. For employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons email Section3@miamidade.gov
5. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
6. Schedule a time and place convenient for public housing, other S-3 residents (listed under #1 above) to complete job applications.
10. Contact YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youth build employment referrals.
11. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Public Housing Agency projects to labor organizations, where applicable (review **Section 3 Clause**).
12. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
13. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
14. Consultant and subconsultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "Training & Employment Outreach Documentation" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
15. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with PHCD awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful PHCD bidders only, and will be distributed at each pre-construction meeting.

Consultant's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable to Multi-Trade Projects Only)

Consultant will follow Plan's affirmative marketing steps for each PHCD award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide PHCD with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

1. Refer any interested subconsultants that may meet the criteria to become a certified S-3 business to PHCD *Section 3 Coordinator* for S-3 business application assistance.
2. Email Section3@miamidade.gov , for current PHCD S-3 business lists and solicit to firms on these lists.

- 3. Contact *Department of Procurement Management*, (305) 375-5298 to obtain lists of small businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm’s own minority, and to women firms.
- 4. Advertise for S-3 subconsultants/subcontractors (subs) in construction trade journals, such as “The Dodge Reports”, and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
- 5. Fax, send or deliver “**Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses**” form, to all prospective subconsultant firms solicited for each PHCD award.
- 6. Allow each subconsultant *a minimum of five business days* to respond to consultant’s solicitation request. Include all “**Letters of Intent**” forms received from S-3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with “**Certificate of Unavailability**” form .
- 7. Use the “**Outreach Documentation Form**” to document recruitment and follow-up with subconsultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
- 8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the subconsultant’s bid amount would make the project infeasible.
- 9. Submit the following evidence to PHCD when requested during pre-award phase, and during post-award phase prior to selection of any new subcontractors: (1) Refer to nos. 3-8 above and bid document under “Contractors Recruitment of S-3, Small, Minority and Women businesses”, page one, para. one), (2) *Document 00430, “List of Subcontractors/Subconsultants”*, and, (3) from consultant/contractor and its subconsultants or subcontractors, *Documents 00450, 00452 and 00453, “Estimated Workforce Breakdown”, “Employee List” and “Consultant/Subconsultant Certification”*.
- 10. For each PHCD project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

11. _____

Sign and Print Firm Official's Name and Title

Submission Date

Firm Name/Address

Firm Telephone and Fax Numbers: _____

OPTIONAL DOCUMENT: Only applicable to current PHCD certified Section 3 (S-3) businesses who wish to claim a bidder’s preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder’s preference.

Only initial those items applicable to your firm.

6. _____ (Initial) _____ (Firm Name) was certified by PHCD as a S-3 Business on _____ (Date). Said firm is claiming a preference for the bid, identified below.

7. _____ (Initial) Firm’s original business certification was based on proof that 51% of the firm’s ownership was low or very low income. Currently, 51% of the firm ownership’s family income meets the definition of a very-low or low-income household.

- 8. _____ (Initial) Firm certifies, below, with the firm president’s signature, that the full-time employee composition, and the ratio of S-3 full-time employees to non-S-3 employees continues to be at least 30% or higher.
- 9. _____ (Initial) Firm has attached Document 00452, “Employee List”. This list includes all current employees and is back-up for item no. 3 above.
- 10. _____ (Initial) Firm has attached, for each new S-3 employee (hired since original business certification date shown under item one above, if this proof has not previously been provided to PHCD staff), Documents 00401, “Resident or Employee Preference Claim” and 00402, “Household Income Verification”, or other applicable documentation, to demonstrate whether any new employees who have been hired after date of business certification meet the definition of a low or very-low income Miami-Dade family (based on household size and family income).

If items 4 and 5 above are initialed by bidder and/or applicable to bidder, bidder must attach the listed S-3 documentation. FAILURE TO DO SO SHALL INVALIDATE BIDDER’S S-3 BUSINESS PREFERENCE CLAIM.

BID NUMBER _____ **BID NAME** _____

FIRM NAME (Please print or type) _____

PRESIDENT’S NAME (Please print or type) _____

PRESIDENT’S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: _____

