



**BID NO.: 5941-0/17**

**OPENING: 2:00 P.M.**  
Wednesday  
October 24, 2012

**MIAMI-DADE COUNTY, FLORIDA**  
**I N V I T A T I O N**  
**T O B I D**

**TITLE:**  
**Turnout Gear Advanced Cleaning, Inspection, Repair, Decontamination and Tracking Services**

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

- CERTIFICATES: ..... SEE SECT. 2.0 PARA., 2.6**
- INDEMNIFICATION/INSURANCE: ..... SEE SECT. 2.0, PARA., 2.11**
- SMALL BUSINESS ENTERPRISE MEASURE: ..... SEE SECT. 2.0, PARA., 2.2**
- USER ACCESS PROGRAM: ..... SEE SECT. 2.0, PARA., 2.21**

**FOR INFORMATION CONTACT:**

**Basia M. Pruna, 305-375-5018, [bpruna@miamidade.gov](mailto:bpruna@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**  
**INTERNAL SERVICES DEPARTMENT**  
**PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5941-0/17

Bid Title: Turnout Gear Advanced Cleaning, Inspection, Repair, Decontamination and Tracking Services

Procurement Officer: Basia M. Pruna

Bids will be accepted until 2:00 p.m. on October 24, 2012

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.

MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION

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

**County** -- shall refer to Miami-Dade County, Florida

**ISD/PM** -- shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

**Enrolled Vendor** -- shall refer to a firm that has completed the necessary documentation in order to receive Bid 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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-3773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/ISD/PM](http://www.miamidade.gov/ISD/PM)

**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<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128-1800, 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 Internal Services Department, Procurement Management Division (ISD/PM), 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 ISD/PM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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 Non-Discrimination Affidavit* (Article 1, Section 2-8.1.5 Resolution R188-00 Amending R-385-85)
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(f) and 2-11(b)(1) of the County Code through (i) and (j) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(a) 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 2-8.8 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 87-56)
12. *Subcontractor /Supplier Listing* (Ordinance 87-104)
13. *Environmentally Acceptable Packaging* Resolution (R-798-92)
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 ISD/PM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. *Office of the Inspector General*  
Pursuant to Section 2-1078 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.

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**GENERAL TERMS AND CONDITIONS**

**C. PUBLIC ENTITY CRIMES**

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(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Code 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 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1839 or email [clerk@miamidade.gov](mailto:clerk@miamidade.gov).

2. The Internal Services Department, Procurement Management Division 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 this 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 this 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 such solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Changes or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover

page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by BD/PM prior to the Bid opening date may withdraw a bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of the 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 2-9.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**I. Accounts Receivable Adjustments**

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

**1.3. PREPARATION OF BIDS**

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

B. The Bid submittal form must be legible. Bidders shall use 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

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requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

**1.4. CANCELLATION OF BID SOLICITATION**

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

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-6.1(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-1674-88, the Director of ISD/PM will decide all 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 described 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 2-6.5 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

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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.

**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. 1834-83, 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 the 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. Stat.), 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.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

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.

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.

**1.26 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 and 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 Proposer's 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;

**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 a) 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, 1) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, 2) 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 CITT.

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(a) of the Code of Miami-Dade County, after May, 16, 2008, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County 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**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the services of advanced inspection, advanced cleaning, repair, decontamination, and tracking of turnout gear for Miami-Dade County.

**2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE**

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 – SIXTY (60) MONTHS**

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 Internal Services Department Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty (60) month term.

**2.5 OPTION TO RENEW: Intentionally omitted****2.6 METHOD OF AWARD**

Award of this contract will be made to the two (2) lowest priced responsive, responsible vendors who submits an offer on all items listed in the invitation to bid and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. While the award(s) will be made to multiple vendors to assure availability, all awarded vendors have the responsibility to perform in accordance with the contract terms. The lowest priced vendor shall be the primary vendor and shall have the initial responsibility to perform under this contract. In the event the primary vendor defaults, the secondary vendor shall be responsible for performing the contractual obligations of this contract. Award to multiple vendors is made for the convenience of the County and does not exempt any awarded vendor from fulfilling contractual obligations. Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the vendor for default and charge the vendor re-procurement costs, if applicable.

**SECTION 2**  
**SPECIAL CONDITIONS**

To be considered for award, vendors must meet the following requirements. Vendors shall submit all of the specified information, documents and attachments listed below with their bid submittal form as proof of compliance to the requirement of this solicitation.

- A. Vendor(s) must be a National Fire Protection Association (NFPA) 1851 verified Independent Service Provider (ISP) repair facility for advanced cleaning, inspection, repair, decontamination and tracking of structural firefighting protective ensembles. Vendor shall submit with its bid proposal form a copy of a letter or certificate documenting the stated requirement by an independent third party including Intertek, Underwriters Laboratories, etc.
- B. Vendor(s) must be authorized by the manufacturer of the turnout gear (Globe and Lion) to repair, clean and inspect the garment. Vendor(s) shall submit a letter or certificate from the manufacturers documenting stated requirements.
- C. Vendor must provide three letters of references where the vendor has provided turnout gear cleaning, inspection and repair services, similar in scope to those requested herein.

**2.7 PRICES**

The contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. It is the vendor's responsibility to request any price adjustment 90 days prior to the then current 12 month term. The adjustment request should not be in excess of the relevant pricing index change. The County may consider an adjustment to price upward or downward based on changes in the following pricing index: Consumer Price Index (CPI) wage earner & clerical workers in Miami Dade/Ft. Lauderdale Area for other goods and services.

The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any deduction in pricing based on the downward movement of the applicable index.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT:**  
Intentionally omitted

**2.9 EQUAL PRODUCT:** Intentionally omitted

**2.10 LIQUIDATED DAMAGES**

Loss of gear shall cause the vendor to be subject to charges for liquidated damages. The liquidated amount that will be paid will be based on the age of the garment lost. Turnout gear has a maximum ten (10) year life cycle which will be used in the calculation of the damages. The cost of the gear will be the market value of the gear at the time the gear is lost. If the vendor loses any part of the gear, they are responsible for full replacement cost of the turnout gear. The vendor shall notify the County of such loss within twenty-four (24) hours of pickup. The vendor will be responsible for returning all remaining portions of the turnout gear to the County for proper disposal as required by NFPA. The County shall have the right to deduct the said liquidated damages from any outstanding amount due, or that may become due to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due to the vendor.

**SECTION 2  
SPECIAL CONDITIONS**

**Replacement Cost example:** Gear is lost in the 7<sup>th</sup> year of the 10 year life cycle and has a current market value of \$2,000, the vendor will be responsible for 30% of the replacement cost or \$600.

**FORMULA:**

$$\frac{\text{a. \# of years used}}{\text{b. total life cycle years}} = \frac{\text{c. X percentage to be covered by County}}{\text{d. 100}}$$

**EXAMPLE:**

$$\frac{\text{a. 7 years used}}{\text{b. 10 year life cycle}} = \frac{\text{c. X}}{\text{d. 100}}$$

**CALCULATION:**

**Step 1:** (a) 7 (# years used) x (d) 100 = 700

**Step 2:** 700 ÷ (b) 10 (total life cycle years) = 70%

This is the percentage covered by the County

**Step 3:** 70% x \$2,000 (cost of the gear) = \$1,400

This is the cost covered by the County to replace the gear

**Step 4:** \$2,000 – \$1,400 = \$600

This is the cost covered by the vendor to replace the gear

**2.11 INDEMNIFICATION AND INSURANCE**

Provider 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 Provider or its employees, agents, servants, partners, principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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.

The vendor shall furnish to the Vendor Assistance Section, Procurement Management Services 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.

**SECTION 2**  
**SPECIAL CONDITIONS**

- 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 will 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 of recommendation to award. 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 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; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance

**SECTION 2**  
**SPECIAL CONDITIONS**

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: PAYMENTS FOR SERVICE RENDERED**

The County shall provide payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. Payments to the Vendor shall be based on each item picked up, inspected, cleaned and repaired if required and returned to the County. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

**SECTION 2**  
**SPECIAL CONDITIONS**

- Description
- Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property

Failure to Comply:

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

**2.16 SHIPPING TERMS F.O.B. DESTINATION**

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.

**2.17 PICK-UP/DELIVERY REQUIREMENTS**

Vendors will pick up three (3) days per week approximately 5-8 sets of gear from 3-5 stations per day, per annual schedule. The County will provide a detailed schedule to the vendor indicating which stations they will pick up from on each day. The days for pick-up will be Tuesday, Wednesday, and Thursday. The days for delivery will be Wednesday, Thursday and Friday. The vendor will be responsible for printing a copy of the pick-up list that will include the date, employee name, station location and the scheduled delivery for each fire station serviced during the week. The pick-up list shall be provided to the fire station personnel at each location.

Delivery time for all gear being serviced (cleaning, repairs, inspections, etc.) should be no more than thirty-six (36) hours and seventy-two (72) hours for the handling of contaminated gear. All exceptions must be requested to the appropriate County representative.

Occasionally the normal scheduled pick-up by the vendor may be missed by employees who are away from the station; when this situation occurs, the employee will be allowed to drop-off the gear for cleaning/repair. The employee will provide a copy of the gear cleaning authorization voucher to the vendor for proof of notice to proceed. During the normal scheduled notifications, "dropped-off" gear shall be included and differentiated from the routine pickups. A copy of the gear cleaning authorization voucher must be included with the invoice showing prior County approval for any charges associated with the service provided. The vendor is not allowed to make alterations or add patches to the garments unless prior approval has been given by the County.

All delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the time stated above, the County reserves the right to cancel the contract on a default basis.

**SECTION 2**  
**SPECIAL CONDITIONS**

County employees may be authorized in writing to pick-up items under this contract. The vendor shall require written authorization and county identification prior to releasing any items. The vendor shall maintain a copy of the authorization on file as proof to release items. If the vendor is in doubt about any aspect of the material pick-up, the vendor shall contact the appropriate user department to confirm the authorization.

**2.18 BACK ORDER ALLOWANCE: Intentionally omitted**

**2.19 WARRANTY REQUIREMENTS**

The vendor shall fully warrant all repairs and cleaning furnished hereunder against defect in materials and/or workmanship for a period of ninety (90) days from date of delivery and acceptance by the County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the warranty period, the vendor shall make the repair or replacement at no cost to Miami-Dade County, immediately upon written notice.

**2.20 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resulting contract, Contact: Basia M. Pruna at (305) 375-5018; or via email at [bpruna@miamidade.gov](mailto:bpruna@miamidade.gov)

**2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE**

**USER ACCESS FEE**

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

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

**JOINT PURCHASE**

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

**SECTION 2**  
**SPECIAL CONDITIONS**

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

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

**VENDOR COMPLIANCE**

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

**2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE**

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

**2.23 COMPLIANCE WITH FEDERAL STANDARDS**

All vendors and items to be serviced 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).

**2.24 LABOR, MATERIALS, AND EQUIPMENT**

The vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

**2.25 DEFICIENCIES IN WORK**

The 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 standards. All corrections shall be made within thirty-six (36) hours after such rejected defects, deficiencies, and/or non-conformances are reported to the vendor by the County. The vendor shall bear all costs of

**SECTION 2**  
**SPECIAL CONDITIONS**

correcting such rejected work including the retrieval of such items from the identified station location. 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 thirty-six (36) hours 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, 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 the invoice or credit memo, the County may terminate the contract for default.

**2.26 CRIMINAL HISTORY BACKGROUND CHECKS**

The awarded vendor will be responsible for performing criminal history background checks for each of their employees that will be gaining access to County facilities. Vendor(s) will certify this information by submitting documentation from the agency conducting background checks to the County.

**2.27 PURCHASE OF OTHER SERVICES**

While the County has listed all major services within this solicitation of which are utilized by County departments in conjunction with their operations, there may be similar services that may be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar services. The County reserves the right to award these similar services to the primary contract vendor, another contract vendor or to acquire the services through a separate solicitation.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

It is the intent of this Invitation to Bid to establish a contract for the service of advanced inspections, advanced cleaning, repair, decontamination and tracking services of firefighter turnout gear for Miami-Dade County in compliance with NFPA 1851 guidelines. The guidelines can be found at the following link: <http://www.nfpa.org>

**3.2 SPECIFICATIONS**

Vendor's cleaning process must be compliant with the current edition of the NFPA 1851 standard and cleaning specifications and manufacturer's guidelines. The vendor must be capable of providing cleaning services for all types of outer shell, moisture barriers and thermal liner combinations. The vendor shall be responsible for the separation of the garments (liners from shells) and cleaned according to manufacturer's washing instructions, dried, inspected, hydro-static tested, and repaired (if necessary) and then re-assembled with its corresponding unit (shell with liner). The barcode on the shell should match the barcode on liner to prevent mismatched garments.

Vendors should be able to process a minimum of eighteen (18) sets of gear per day, and should have the capability of processing up to thirty-two (32) sets per day in emergency situations.

Vendors shall not repair or clean gear that has reached the ten (10) year life cycle based on manufacture date established by the County. This gear shall be returned to the County for proper disposal. The County will not pay any charges/fees for gear mistakenly processed in error by the vendor.

**A) Advanced Cleaning/Inspections**

Advanced cleaning is a thorough cleaning of gear and gear elements accomplished by washing machine. This gear will be placed in a black bag provided by the vendor.

**B) Biohazard Decontamination Cleaning**

Biohazard decontamination cleaning is specialized cleaning that may be needed when gear is exposed to blood borne pathogens, body fluids, hazardous chemicals (including fuel, gasoline, paint and other substances). Gear that has been exposed to hazardous materials or is extremely contaminated that cannot be cleaned by the vendor will be placed in red bags provided by the vendor and will not be cleaned. This gear needs to be returned to the County for proper disposal in accordance with Federal, State, and Local regulations.

**C) Heavy Soil Cleaning**

Heavily soiled cleaning involves cleaning materials that are imbedded in gear such as tar, oils, grease, grime, black soot, resins, sewer discharge, etc. This gear will be placed in a black bag provided by the vendor.

**D) Advanced Inspection**

Advanced inspection includes complete linear inspection that is to be conducted by trained personnel once a year or whenever routine cleaning occurs.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**E) Repair**

All repairs must be made in accordance with manufacturer's guidelines meeting the latest edition of the NFPA 1851 Standard. Vendor's staff should be trained to repair all components of the ensembles such as shells, liners and moisture barriers. Repairs may include burns, rips, tears, holes, velcro, zippers, reflective material, leather reinforcement, alterations, hardware such as snaps etc. and any custom work needed.

Vendor must use NFPA compliant repair materials from the original garment manufacturer and all thread must be 100% Nomex® meeting "Major A Seam" requirements.

- 1) Vendors shall notify the County in writing when badly damaged gear is not economical to repair. This gear will be placed in a white bag provided by vendor with a label showing the information shown below stating that the gear cannot be used in fire service and the reason why.
- 2) Gear that is suitable for fire service will be placed in a black bag provided by vendor with a label showing the following information:

Date of Inspection, Cleaning and Repair  
Type of Gear (Turnout Coat Shell/Liner, Turnout Pants Shell/Liner)  
Manufacturer of the gear  
Manufacturer's barcode / serial number  
Date of Manufacture  
Size of gear  
Firefighter Name:  
Firefighter ID Number:  
Station/Location:  
Disposition: BER (Beyond Economic Repair)  
Exceeds MDFR ten year limit  
Certified for fire service

**3.3 RECORD KEEPING AND REPORTING**

The County currently has approximately one-thousand five-hundred (1,500) sets of turnout gear in the field which are barcoded by the manufacturer and showing the manufacturer month and year. The awarded vendor(s) will track all garments barcoded by the manufacturer using a data base to include the following:

- 1) Firefighter's name (Last, First, Middle Initial)
- 2) Firefighter's Employee ID
- 3) Firefighter's station (current work location) and shift
- 4) Date and condition when issued (MDFR will provide report weekly)
- 5) Type of gear
- 6) Size of gear
- 7) Manufacturer and Model name
- 8) Manufacturer's identification number or serial number
- 9) Month and year of Manufacture
- 10) Date of inspection, cleaning, testing and repair
- 11) Results of testing
- 12) Detailed description of all repairs
- 13) Findings at time of advanced inspection

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

14) Date of gear retirement (out of service)

The vendor shall be responsible for providing access to company's website to retrieve reports with all the above information. This access should be secure and should only be used / accessible by authorized County personnel. Reports shall be available at no additional cost to the County. The online reporting should include the garments processed during each scheduled pick-up and the name of the employee the gear is assigned to, as well as garments that are no longer suitable for service. In addition to the information listed above, the vendor shall provide an email notification on the amount of sets picked up from each location and provide the names of the personnel for that gear for accountability purposes.

**3.4 EMERGENCY**

The vendor shall be expected to provide a twenty-four (24) hour contact person in the event emergency services are needed after normal business hours. The vendor will be expected to open their facilities within a maximum four (4) hour response time to repair, wash and decontaminate gear.

**3.5 CONTAINERS/BAGS/LABELS**

The vendor shall be responsible for providing two (2) hard plastic storage containers with lids per station that are at a minimum 24" x 24" x 48" in size to accommodate multiple sets of turn-out gear. The containers are to be delivered to the stations on Mondays, prior to 5:00 pm, and are picked up on Thursday when vendor picks up the last set of bunker gear for that station.

The vendor will also be responsible for providing disposable bags at each station that may require service during any given time on the pick-up schedule. The disposable bags should be 20x4x30, 0.8 mil high density polyethylene PE merchandise bags in white, red and black. The "RED" bags are for bio-hazardous contaminated gear; "BLACK" bags are for gear that requires inspection, cleaning and repair and the "WHITE" bags are for gear that has failed inspection or is marked for training. Plastic bags shall not be reused. The colored bags must be provided for each set of turn-out gear picked-up from the stations for processing as well as for delivery from the vendor.

Additionally, the vendor shall be responsible for providing self-adhesive labels that will be left at each station that may require service during any given time. The labels will be blank with a minimum size of 3"x5" that will be used by the firefighter stating fire fighters name, station number and shift when the gear is identified for servicing.

**3.6 VENDOR EMPLOYEES ACCESS TO STATIONS**

The County will provide kantech photo ID's to the awarded vendor(s) drivers to have access to stations and other County locations for pickup. All County photo ID's must be left at the awarded vendor(s) office at the end of each work day. Access to the stations via photo ID will be from Monday thru Friday from 7:00 am to 5:00 pm. In the event of changes to the assigned driver(s), the vendor(s) must return the ID to the County and the replacement driver will be issued a new photo ID.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.7 CHANGES IN MANUFACTURER**

Should the garment manufacturer of the turnout gear utilized by the County change during the contract period, the vendor shall have up to sixty (60) days to become factory authorized compliant with the new manufacturer. The vendor will be required to provide proof of the compliance in the form a letter from the manufacturer on company letterhead.

**3.8 LOCATION OF STATIONS**

<b>Location</b>	<b>Address</b>
Logistics Inventory & Supply Bureau	6000 SW 87th Ave, Miami, FL 33173
Headquarters - HQ	9300 NW 41st St, Miami, FL 33178
Station 01	16599 NW 67th Ave, Miami, FL 33014
Station 02	6460 NW 27th Ave, Miami, FL 33147
Station 03	3911 SW 82nd Ave, Miami, FL 33155
Station 04	9201 SW 152nd St, Miami, FL 33157
Station 05	13150 SW 238th St, Homestead, FL 33032
Station 06	15890 SW 288th St, Homestead, FL 33033
Station 07	9350 NW 22nd Ave, Miami, FL 33147
Station 08	2900 Aventura Blvd, Aventura, FL 33180
Station 09	7777 SW 117th Ave, Miami, FL 33183
Station 10	17775 N Bay Rd, North Miami Beach, FL 33160
Station 11	18705 NW 27th Ave, Opa Locka, FL 33056
Station 12 - Airport	5680 NW 36th St, Miami, FL 33166
Station 13	6000 SW 87th Ave, Miami, FL 33173
Station 14	5860 SW 70th St, Miami, FL 33143
Station 15	2 Crandon Blvd, Key Biscayne, FL 33149
Station 16	325 NW 2nd St, Homestead, FL 33030
Station 17	7050 NW 36th St, Miami, FL 33166
Station 19	650 NW 131st St, Miami, FL 33168
Station 20	13000 NE 16th Ave, North Miami, FL 33161
Station 21	10500 Collins Ave, Bal Harbour, FL 33154
Station 22	15655 Biscayne Blvd, Aventura, FL 33160
Station 23	7825 SW 104th St, Miami, FL 33156
Station 24	14150 SW 127th St, Miami, FL 33186
Station 25 - Air Rescue	4310 NW 145th St, Miami, FL 33054
Station 26	3190 NW 119th St, Miami, FL 33167
Station 27	1275 NE 79th St, Miami, FL 33138
Station 28	8790 NW 103rd St, Hialeah Gardens, FL 33016
Station 29	351 SW 107th Ave, Miami, FL 33174
Station 30	9500 NE 2nd Ave, Miami, FL 33138
Station 31	17050 NE 19th Ave, Miami, FL 33162
Station 32	358 NE 168th St, North Miami Beach, FL 33162
Station 33	2601 Point East Dr, Aventura, FL 33160
Station 34	10850 SW 211th St, Miami, FL 33189
Station 35	201 Westward Dr, Miami Spring, FL 33166
Station 36	10001 Hammocks Blvd, Miami, FL 33196
Station 37	4200 SW 142nd Ave, Miami, FL 33175
Station 38	575 NW 199th St, Miami, FL 33169
Station 39	641 Europe Way, Port of Miami, FL 33132
Station 40	975 SW 62nd Ave, Miami, FL 33144

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

Station 41	2270 NE 186th Street, Miami, FL 33180
Station 42	65 Fisher Island Dr, Miami Beach, FL 33109
Station 43	13390 SW 152nd St, Miami, FL 33177
Station 44	7700 NW 186th St, Hialeah, FL 33015
Station 45	9710 NW 58th St, Medley, FL 33166
Station 46	10200 NW 116th Way, Miami, FL 33178
Station 47	9361 SW 24th St, Miami, FL 33165
Station 48	8825 NW 18th Terrace, Miami, FL 33172
Station 49	10850 SW 57th Ave, Coral Gables, FL 33156
Station 50	9798 E Hibiscus St, Palmetto Bay, FL 33157
Station 51	4775 NW 199th St, Opa Locka, FL 33055
Station 52	12105 Quail Roost Dr, Miami, FL 33177
Station 53	11600 SW Turnpike Way, Miami, FL 33186
Station 54	15250 NW 27th Ave, Opa Locka, FL 33054
Station 55	21501 SW 87th Ave, Miami, FL 33189
Station 56	16250 SW 72nd St, Miami, FL 33193
Station 57	8501 SW 127th Ave, Miami, FL 33183
Station 58	12700 SW 6th St, Miami, FL 33184
Station 59 - Airport	5680 NW 36th St, Miami, FL 33166
Station 60	17605 SE 248th St, Homestead, FL 33031
Station 61	15155 SW 10th St, Miami, FL 33194
Station 62	9798 Hibiscus Street, Miami, FL 33157
Station 63	1655 NE 205th Terrace, Miami, FL 33179
Station 64	8200 Commerce Way, Hialeah, FL 33016
Station 65	1350 SE 24th St, Homestead, FL 33035
Station 66	3100 SE 8th St, Homestead, FL 33035
Station 69	11151 NW 74th Street, (Doral North) Doral, FL
Station 73	975 North America Way, Miami, FL 33132
Station 76	9665 Bay Harbor Terrace, Bay Harbor, FL
Station 78	164335 NE 35th Ave, Golden Beach, FL 33160
Station 99	4310 NW 145th St, Miami, FL 33054

**SECTION 4  
BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.  
Wednesday  
October 24, 2012**



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

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

Issued  
by: 965

ISD/PM

Date Issued:  
10/9/12

This Bid Submittal Consists of  
Pages 15 through 23 + affidavits

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

**Title:**

**Turnout Gear Cleaning, Inspection, Repair, Decontamination and Tracking Services**

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.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>936-33, 340-94</b>	
Procurement Contracting Officer Basia M. Pruna	

FIRM NAME \_\_\_\_\_

**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.**

Reference	Vendor Requirements	Requirements Included with Bid
Section 2, Paragraph 2.6.2 A	Vendor shall submit with its bid proposal form a copy of letter or certificate documenting the stated requirement by an independent third party including Intertek, Underwriters Laboratories, etc.	ISP Certification submitted:
Section 2, Paragraph 2.6.2B	Attach certificate/letter that your firm is authorized by Globe Manufacturing Company and Lion Manufacturing.	Globe _____ Lion _____
Section 2, Paragraph 2.6C	Attach three (3) letters of reference.	Letters submitted: Yes _____ No _____

**TURN-OUT GEAR CLEANING, INSPECTION, REPAIR DECONTAMINATION AND TRACKING**

ITEM #	EST. YEARLY QUANTITY & UNIT	DESCRIPTION Complete Set – Coat & Pants/including shells & liners	UNIT PRICE/ EACH
1	1,500 sets	Advanced Cleaning - Complete Set	\$ _____
2	50 sets	Biohazard Decontamination Cleaning - Complete Set	\$ _____
3	10 sets	Heavy Soil/Removal Cleaning - Complete Set	\$ _____
4	1,500 ea	Advanced Cleaning Hood	\$ _____
5	5 ea	Advanced Cleaning Coat	\$ _____
6	5 ea	Advanced Cleaning Pant	\$ _____
7	5 pair	Advanced Cleaning Fire Gloves	\$ _____
8	5 pair	Advanced Cleaning Rubber Boots	\$ _____
9	5 pair	Advanced Cleaning Leather Boots	\$ _____
10	5 ea	Advanced Cleaning Helmets	\$ _____
11	5 ea	Advanced Cleaning Belt	\$ _____
12	40 ea	Coat Shell Repair Collar	\$ _____

13	435 ea	Coat Shell Repair Flashlight Strap w/Velcro & Snap	\$
14	5 ea	Coat Shell Replace Hanging Hook	\$
15	60 ea	Coat Shell Install Rescue Harness	\$
16	10 ea	Coat Shell Replace Mic/Toolholder Hook/Drap/Loop	\$
17	75 ea	Coat Shell Repair Shoulder Pad	\$
18	5 ea	Coat Shell Replace Storm Flap-D-Ring	\$
19	420 ea	Coat Shell Replace Storm Flap-Hook or Loop	\$
20	30 ea	Coat Shell Replace Storm Flap-Zipper	\$
21	5 ea	Coat Shell Replace Take-up Strap	\$
22	5 ea	Coat Shell Replace Take-up Strap Buckle	\$
23	5 ea	Coat Shell Replace Throat Closure - Entire (Hook or Loop)	\$
24	5 ea	Coat Shell Replace Name Patch - Blank Attached w/Hook & Loop	\$
25	5 ea	Coat Shell Replace Name Patch - Blank Sewn On	\$
26	5 ea	Coat Shell Replace Reflective Letter on Name Patch	\$
27	5 ea	Coat Shell Replace Reflective Letter on Shell	\$
28	5 ea	Coat Shell Replace Pocket - Bellows (Full)	\$
29	25 ea	Coat Shell Replace Pocket - Bellows (Semi)	\$
30	20 ea	Coat Shell Replace Pocket - Hand Warmer	\$
31	10 ea	Coat Shell Replace Pocket - Radio	\$
32	5 ea	Coat Shell Replace Entire Sleeve	\$
33	10 ea	Coat Shell Replace Cuff	\$
34	20 ea	Coat Shell Replace Cuff w/Hook and Loop & Snap	\$

35	30 ea	Coat Shell Replace Elbow Pad - 2 Piece w/Seam	\$
36	30 ea	Coat Shell Replace Elbow Pad External	\$
37	30 ea	Coat Shell Replace Elbow Pad Sewn In	\$
38	20 ea	Coat Shell Replace Waterwell Only	\$
39	5 ea	Coat Shell Replace Waterwell w/Wristlet	\$
40	20 ea	Coat Shell Replace Wristlet Only	\$
41	10 ea	Coat Shell Refl. Trim-Remove & Replace Hardware	\$
42	10 ea	Coat Shell Refl. Trim-Remove & Replace Pocket	\$
43	30 ea	Coat Shell Attach Reflective Flag	\$
44	10 ea	Coat Shell Replace Refl. Trim-one Band on Coat (Pleated Back)	\$
45	180 ea	Coat Shell Replace Refl. Trim-one Band on Coat (Standard)	\$
46	25 ea	Coat Shell Replace Refl. Trim-Vertical Band	\$
47	270 ea	Coat Shell Replace Refl. Trim-Over Pocket	\$
48	180 ea	Coat Shell Replace Refl. Trim-Under Pocket	\$
49	170 ea	Coat Shell Replace Refl. Trim-Over Storm Flap	\$
50	5 ea	Coat Liner Replace Hook or Loop on Collar	\$
51	10 ea	Coat Liner Replace Zipper	\$
52	5 ea	Coat Liner Heatseal Waterwell in Sleeve	\$
53	5 ea	Coat Liner Replace Hook or Loop on Cuff	\$
54	5 ea	Coat Liner Replace Waterwell Only	\$
55	5 ea	Coat Liner Replace Waterwell w/Wristlet	\$
56	25 ea	Coat Liner Replace Wristlet Only	\$

57	20 ea	Pant Shell Replace Fly-D-Ring	\$ _____
58	600 ea	Pant Shell Replace Fly Hook or Loop	\$ _____
59	5 ea	Pant Shell Replace Fly - Zipper Stop or Tab	\$ _____
60	120 ea	Pant Shell Replace Suspender Button	\$ _____
61	20 ea	Pant Shell Attached Boot Access Panel w/Zipper	\$ _____
62	100 ea	Pant Shell Replace Cuff	\$ _____
63	220 ea	Pant Shell Replace Knee Pad External	\$ _____
64	5 ea	Pant Shell Replace Knee Pad Padded	\$ _____
65	20 ea	Pant Shell Replace Knee Pad Sewn In	\$ _____
66	5 ea	Pant Shell Replace Knee Steam Channel - Make Complete	\$ _____
67	10 ea	Pant Shell Replace Knee Pad Fly - Hook	\$ _____
68	5 ea	Pant Shell Replace Pocket - Bellow (Semi)	\$ _____
69	350 ea	Pant Shell Replace Reflective Trim - One Band on Leg	\$ _____
70	25 ea	Pant Shell Replace Reflective Trim - Vertical Band	\$ _____
71	10 ea	Pant Shell Replace Zipper	\$ _____
72	25 ea	Replace Misc. Hole or Tear Large	\$ _____
73	160 ea	Replace Misc. Hole or Tear Up to 3x3	\$ _____
74	2220 ea	Replace Misc. Hook or Loop up to 12 inches	\$ _____
75	4015 ea	Replace Misc. Hole or Loop up to 2x2	\$ _____
76	15 ea	Misc. Sewing - Repair Pocket (per 15 min.)	\$ _____
77	130 ea	Replace Small Hardware (Rivets, Snaps, Grommet)	\$ _____
78	20 ea	Replace Pocket Flat Only	\$ _____
79	15 ea	Replace Pocket - Neoprene Liner Only	\$ _____

80	5 ea	Replace Pocket - Reinforcement	\$
81	20 ea	Replace Snap w/ Liner Attachment Strap in Sleeve/ Leg	\$
82	5 ea	Replace Binding - per 12 inches	\$
83	435 ea	Heatseal - per 12 inches	\$
84	130 ea	Suspender Button	\$
85		After Hours Emergency Services call (Per Section 3.0 paragraph 3.4) – <i>Flat fee based on any request outside of normal business hours</i>	\$

SECTION 4  
BID SUBMITTAL FOR:  
Turnout Gear Cleaning, Inspection, Repair, Decontamination and Tracking  
Services

ACKNOWLEDGEMENT OF ADDENDA

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**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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



**Bid Title: Turnout Gear Cleaning, Inspection, Repair, De-contamination and Tracking**

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 at the time of bid or proposal submission.

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

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

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

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



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

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

Contract No. : \_\_\_\_\_ Federal Employer Identification Number (FEIN): \_\_\_\_\_  
Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

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

Printed Name of Affiant \_\_\_\_\_ Printed Title of Affiant \_\_\_\_\_ Signature of Affiant \_\_\_\_\_  
Name of Firm \_\_\_\_\_ Date \_\_\_\_\_  
Address of Firm \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Notary Public Information**

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

Type of identification produced \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ Serial Number \_\_\_\_\_

Print or Stamp of Notary Public \_\_\_\_\_ Expiration Date \_\_\_\_\_ Notary Public Seal \_\_\_\_\_



