



**BID NO.: 6939-0/15**

**OPENING: 2:00 P.M.  
Wednesday,  
June 9, 2010**

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

**TITLE**

Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors

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

- INDEMNIFICATION/INSURANCE:** ..... Section 2, Paragraph 2.11
- SMALL BUSINESS ENTERPRISE MEASURE:**.. Section 2, Paragraph 2.2 and Appendix A
- SECTION 3 – MDPHA:** ..... Section 2, Paragraphs 2.24 and Appendix B
- USER ACCESS PROGRAM:**..... Section 2, Paragraph 2.21
- WARRANTY:**..... Section 2, Paragraph 2.19

**FOR INFORMATION CONTACT**

Lina Bonilla at 305-375-3633, or at lbonill@miamidade.gov

**IMPORTANT NOTICE TO BIDDERS**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 19 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 19 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR  
BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 6939-0/15**

**Title: Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

**Procurement Contracting Agent: Lina Bonilla**

**Bids will be accepted until 2:00 p.m. on Wednesday, June 9, 2010**

**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. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

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 VENDOR RESPONDING TO THIS SOLICITATION**

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

**1.1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

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

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidade.gov](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 Nondiscrimination Affidavit** (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit** (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Ordinance 97-104)
13. **Environmentally Acceptable Packaging** Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**  
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

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

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

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

**H. Prompt Payment Terms**

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

**1.3. PREPARATION OF BIDS**

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

**1.4. CANCELLATION OF BID SOLICITATION**

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

**SECTION 1**  
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**1.5. AWARD OF BID SOLICITATION**

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

**1.6. CONTRACT EXTENSION**

- 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 implies as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE**

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

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

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

**1.12. BID PROTEST**

- A. 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.
- B. A written intent to protest shall be filed with the Clerk of the

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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

#### 1.13. RULES, REGULATIONS AND LICENSES

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. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 73B-92.

#### 1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

#### 1.16. ASSIGNMENT

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

#### 1.17. DELIVERY

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

#### 1.18. RESPONSIBILITY AS EMPLOYER

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

Bidder shall wear proper identification.

#### 1.19. INDEMNIFICATION

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

#### 1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

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

#### 1.21. MODIFICATION OF CONTRACT

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

#### 1.22. TERMINATION FOR CONVENIENCE

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

#### 1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

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

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

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

**1.25. ACCESS TO RECORDS**

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

**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**

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

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

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

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

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

**1.31 LOBBYIST CONTINGENCY FEES**

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

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

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**Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

**2.1 PURPOSE: TO PRE-QUALIFY VENDORS**

The purpose of this solicitation is to establish a contract to repair, replace, purchase and install new awnings and canopies on an as needed basis for various Miami-Dade County departments. Vendor(s) shall furnish all labor, material and equipment necessary for satisfactory contract performance.

**2.2 SMALL BUSINESS CONTRACT MEASURES**

**Measures applicable to Group A (Departments participating that are not Federally funded):**

The contract measure applicable to this contract for Group A: **SBE Set-aside**. This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in **Appendix A** of this solicitation for **Group A**. The contract measure applicable to this contract: SBE Set-aside.

**Measures applicable to Group B (Departments participating that are Federally funded):**

**SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference): No Measure**

**2.3 PRE-BID CONFERENCE: Intentionally Omitted**

**2.4 TERM OF CONTRACT: FIVE (5) CONSECUTIVE YEARS**

This contract shall commence on the first calendar day of the month following approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and is contingent upon the completion and submittal of all required bid documents. This contract shall expire on the last day of the month completing the **five (5) year period**.

**2.5 OPTION TO RENEW: Intentionally Omitted**

**2.6 METHOD OF AWARD**

The County is looking to pre-qualify vendor(s) to repair and / or replace existing canopies, awnings and framework and / or purchase / install new units under the following two groups:

**Group A: Departments participating that are not federally funded**

**Group B: Departments participating that are federally funded**

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Vendor(s) wishing to participate shall submit all of the specified information, documents and attachments listed below with their bid submittal as proof of compliance to the requirements of this Invitation to Bid. However, the County may, at its sole discretion and in its best interest, allow vendor(s) to complete, supplement, or supply the required documents during the bid evaluation process.

**2.6.1 Vendor Requirements:** The following vendor requirements apply:

- A.** Vendor(s) must currently be engaged in the business of repairing, replacing, fabricating and installing new awnings and canopies (as further described in **Section 3, Paragraph 3.2** of this Invitation to Bid) for a minimum of two years. Vendor(s) shall provide as proof, copies of the Articles of Incorporation. If a vendor(s) is not incorporated, it shall provide a copy of their last two years' business tax return indicating that they have been in the business of repairing, replacing, fabricating and installing new awnings and canopies for this length of time.
- B.** Vendor(s) must provide three current references, consisting of existing customers, who shall be listed in **Section 4** of the bid submittal. Vendor(s) must submit a minimum of three references other than Miami-Dade County. The references must include the (a) customer's company name, (b) name of the contact person, (c) title, (d) address, and (e) telephone number who can verify that the vendor(s) has provided the services that are being offered under this solicitation.
- C.** Vendor(s) must maintain an office / facility within the geographic boundaries of Miami-Dade and / or Broward County, Florida. This facility shall be staffed by representative(s) who can be contacted Monday through Friday from 7:00 am to 5:00 pm for quotations. A copy of the business tax certificate, deed and / or lease shall be submitted as proof of the office location. The County may conduct a site inspection as outlined in **Section 1 Paragraph 1.27**, General Terms and Conditions.
- D.** Vendor(s) must be equipped with a dedicated facsimile (FAX) machine and / or an e-mail address. Either resource must be available to provide immediate support and expedite quotations.

Vendor(s) who submit all of the specified information, documents and attachments as listed above will be deemed to be pre-qualified to participate in subsequent spot market purchases on an as-needed or on a periodic basis for repair, replacement, new purchases and installation.

Vendor(s) shall be responsible for maintaining throughout the term of contract all the requirements listed above.

Spot market pricing procedures may be initiated by either the using County department or by the Department of Procurement Management. Pre-qualified vendor(s) shall be invited to

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participate in pricing competition for work assignments. The vendor(s) then offering the lowest rate on the **Request for Quotations** shall be awarded the work assignment. The award to one vendor(s) for a specific work assignment does not preclude the remaining pre-qualified vendor(s) from submitting offers for other work assignments.

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

Notwithstanding the aforementioned Method of Award, the County, in its best interest, may avail itself of any or all provisions as stated in **Section 1.5**, Award of Bid Solicitation.

- 2.7 **PRICES:** Intentionally Omitted
- 2.8 **EXAMINATION OF COUNTY FACILITIES:** Intentionally Omitted
- 2.9 **EQUAL PRODUCT:** Intentionally Omitted
- 2.10 **LIQUIDATED DAMAGES:** Intentionally Omitted
- 2.11 **INDEMNIFICATION AND INSURANCE:** Repair, Replace and Purchase of New Awning and Canopy

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 Provider shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 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 \*\$500,000 combined single limit per occurrence for bodily injury and property damage.

**\*Under no circumstances are these contractors permitted on the A.O.A. side without increasing automobile coverage to \$5,000,000.**

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 the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and 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 BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET, SUITE 1300  
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.**

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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 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) calendars 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 1.23 of this Invitation to Bid

**2.12 BID GUARANTY:** Intentionally Omitted

**2.13 PERFORMANCE BOND:** Intentionally Omitted

**2.14 CERTIFICATIONS**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, shall hold any of the following valid Certificate of Competency and / or Licenses issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.

- Miami Dade County Canvas Awning Contractor
- Miami Dade County Miscellaneous Metals Contractor
- Miami Dade County General Contractor
- Miami Dade County Building Contractor
- State of Florida General Contractor
- State of Florida Building Contractor
- State of Florida Specialty Structure Contractor

If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency and / or Licenses issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the

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subcontractor(s) certificate to the County during the offer evaluation period. For further information you may visit: [http://www.miamidade.gov/buildingcode/pc\\_certificates.asp](http://www.miamidade.gov/buildingcode/pc_certificates.asp).

**2.15 METHOD OF PAYMENT: PAYMENTS FOR SERVICE RENDERED**

The County shall provide payments for services rendered by the vendor(s). In order for the County to provide payment, the vendor(s) shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the using 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 an authorized 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:
  - 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
- VI. Failure to Comply:
  - Failure to submit invoices in the prescribed manner will delay payment.

**2.16 SHIPPING**

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

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**2.17 WORK COMPLETION REQUIREMENTS**

Vendor(s) shall complete work assignments as established in the individual **Request for Quotations**. All assigned work shall be completed in accordance with good commercial practice and shall be adhered to, by the vendor(s); except in such cases, where the completion of the assigned work will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor(s). In these cases, the vendor(s) shall notify the County of the delays in advance so that a revised schedule can be appropriately considered by the County.

Should the vendor(s) to whom an order is awarded fail to complete the work in the number of days established, the County reserves the right to cancel the order on a default basis. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods and services elsewhere and to charge the vendor(s) with any re-procurement costs by invoicing the vendor(s) or offsetting the costs associated with re-procurement from amounts due to the vendor(s) by the County.

**2.18 BACK ORDERS**

The County shall not accept any delays in work completion from the vendor(s) unless written authorization is issued by the using County department. Accordingly, the vendor(s) is required to complete the work assigned to the vendor(s) within the time established by the department's **Request for Quotations / Work Order / Purchase Order** and no grace period shall be honored. In the event that the vendor(s) fails to complete the work within the time specified, the County reserves the right to cancel the work order, seek the items from another vendor(s), and charge the incumbent vendor(s) for any re-procurement costs. If the vendor(s) fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.19 WARRANTY REQUIREMENTS**

**A. Materials**

In addition to all other warranties that may be supplied by the manufacturer, vendor(s) shall warrant its products against defective material, for a minimum period of **one (1) year** after the date of acceptance of the material by the County. This warranty requirement shall remain in force for the full **one (1) year period**; regardless of whether the vendor(s) is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor(s) does not constitute a waiver of the warranty

**B. Labor**

Vendor(s) shall warrant its workmanship for a minimum period of **one (1) year** after acceptance of the work by an authorized County representative.

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**C. Deficiencies in Work**

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

**2.20 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contact, contact Lina Bonilla at (305) 375-3633 or at [lbonill@miamidade.gov](mailto:lbonill@miamidade.gov).

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

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of 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

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Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

**Vendor Compliance**

If a vendor fails to comply with any section within this solicitation, 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 LICENSES, PERMITS AND FEES**

Vendor(s) shall obtain and pay for all licenses, permits and inspection fees required for any work assignment; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor(s) for failure to obtain required licenses, permits or fines shall be borne by the vendor(s).

The awnings, canopies, framework and installation shall comply with the latest Florida Building Code or latest adopted Building Code and shall be in accordance with Miami-Dade County Product Control Notice of Acceptance (NOA). For further information you may visit <http://www.buildingcodeonline.com>.

**2.23 WORK**

All the items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not 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).

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**A. Notification to Begin Work**

Vendor(s) shall neither commence any work, nor enter a County work premise, until a **Work Order or Purchase Order** directing the vendor(s) to proceed with a work assignment has been received from an authorized County representative.

**B. Work Assignments**

All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Vendor(s) shall assume no guarantees as to the number or frequency of work assignments under the terms of this contract. Determination of work specifications and materials for each assignment will be made by the using County Department.

All work assignments must be completed and returned to the using County department within the number of days identified in the **Request for Quotations / Work Order / Purchase Order**.

**Request for Quotations / Work Order / Purchase Order** will determine the location of where the work is to be completed, either at a County site or at the vendor's facility.

**C. Clean-up (when working on County property)**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner.

**D. Work Acceptance**

All work assignments shall be completed in full compliance with the specifications and requirements set forth in the **Request for Quotations / Work Order / Purchase Order**. An authorized County representative will inspect all work assignments. The inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. If the work is determined to not meet the specifications and requirements of the solicitation, the item will be returned, at vendor(s) expense, to the vendor(s). At the County's own option, the vendor(s) shall either provide a direct replacement for the item, or provide a full credit for the returned item. Vendor(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.24 MIAMI-DADE PUBLIC HOUSING (MDPHA)**

MDPHA will be using this contract and since the goods, services and / or equipment that will be acquired under this solicitation will be purchased, in part or in whole with federal funding, it is hereby agreed and understood that Section 60-250-4, Section 60-7414.4 of Title 4 of the

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United State Code, which address Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

**A. Exemption to Certain Clauses**

The contract to be awarded under this solicitation will be accessed by the Miami Dade Public Housing Agency (MDPHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation: Section 1 Paragraph 1.10 (Local Preferences), 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program-UAP).

**B. Minimum Wages Based on the Davis Bacon Act (federal funds utilized)**

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

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

The above agreement shall be used only when federal funds are utilized for specific project not exceeding \$50,000.00 each.

**C. Award Preference**

Vendor(s) with Section 3 businesses, pre-certified by Miami-Dade Public Housing Agency (MDPHA) at least two weeks prior to bid opening date, may receive a contract award preference, based on size of bid amount and submission of Document 00200-B with each project bid. (See Appendix B and Attachment 2).

**2.25 ACCIDENT PREVENTION AND REGULATIONS**

Precautions shall be exercised at all times for the protection of persons and property. Vendor(s) shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract as further defined in Section 1, Paragraph 1.13. Any fines levied by the authorities mentioned above because of inadequacies to comply with these requirements, shall be borne solely by the vendor(s) responsible for same.

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

**Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

Barricades shall be provided by the vendor(s) when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**A. Seaport**

All operations at the County's Seaport Department are under the direct control of Seaport Department personnel. Interference with vessels and vehicular traffic must be kept to a minimum. Ship berthing areas and roadways shall not be closed or opened by or for the vendor(s) unless express permission is given to the vendor(s) by the Seaport Engineer. Vendor(s) shall plan the scheduling of its work in collaboration with the Engineer in order to insure safety for, and minimum hindrance to, port operations. All equipment shall be withdrawn from work areas at the end of the workday in order to eliminate immediate or potential hazard to traffic and facilities. Materials stored at the Seaport by the vendor(s) shall be stored in a manner that minimizes any obstruction to water and ground traffic. All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The County accepts no responsibility for any damage or loss to materials stored by the vendor(s). Vendor(s) shall exercise careful control during all phases of the work to prevent damage to Seaport utilities; including, but not limited to, overhead lights and buried cables. Before commencing work in any given area, the vendor(s), working in conjunction with the Engineer and the Dade County Seaport Department maintenance staff, shall endeavor to locate any possible utility conflicts. Should the vendor(s) damage any Seaport utility through negligence, the vendor(s) shall promptly repair the damage at the vendor's expense.

**2.26 SECURITY REQUIREMENTS**

**A. Airport**

When performing work at the County's Aviation Department, vendor(s) shall report to the Aviation Department's Maintenance Division Building No. 3025 and be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the vendor's equipment at each location. Upon completion of the work, the vendor(s) shall call the Maintenance Office, 876-7311, to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by the vendor(s) may result in immediate cancellation of this Contract.

**B. Seaport**

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of

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

**Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

\$60.00 per applicant per year. Therefore, the vendor(s) shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

**C. Water and Sewer**

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of WASD frequently. These ID cards are required for access and are issued by the WASD at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas. For more information concerning WASD ID cards, contact the WASD security at (786) 552-8280.

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

**Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

**3.1 PURPOSE**

The purpose of this solicitation is to establish a contract to repair, replace, purchase and install new awnings and canopies on an as needed basis for various Miami-Dade County departments. Vendor(s) shall furnish all labor, material and equipment necessary for satisfactory contract performance.

**3.2 WORK ASSIGNMENT**

The repair and / or replacement of awnings, canopies and / or framework may include but not limited to:

- Patch torn area
- Sew torn area
- Reinforce torn area
- Reinforce seams
- Replace pipe connectors, plates, anchors and bolts,
- Priming framework
- Painting framework
- Re-welding framework
- Sanding framework
- Shaping fabric
- Connect fabric to current structure
- Replace covers
- Remove old fabric and replace with new fabric
- Discard old structures

Turnkey projects shall be in compliance with the plans and /or sketches as approved by the authorized County representative.

**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,  
June 9, 2010



**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: LB                      DPM Purchasing Division                      Date Issued: May 17, 2010                      This Bid Submittal Consists of Pages 15 through 19

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.

**Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:            870-22	
PROCUREMENT AGENT:       Lina Bonilla	

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

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidadegov/DPM/SolicitationList.aspx>**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 19 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE  
FAILURE TO SIGN PAGE 19 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:  
 Repair, Replace, Purchase and Install New Awnings and Canopies,  
 Pre-qualification of Vendors**

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

**2.6: Pre-qualify vendor(s) to repair and / or replace existing canopies, awnings and framework and / or purchase / install new units under the following two groups. Vendors must check off the Group you intend to qualify. Vendors participating in Group A must be a Small Business Enterprise (SBE).**

\_\_\_\_\_ **Group A: Departments participating that are not Federally funded**

or

\_\_\_\_\_ **Group B: Departments participating that are Federally funded**

Reference No.	Summarized Vendor Requirements	
Section 2 Paragraph 2.6.1 A	Vendor(s) must currently be engaged in the business of repairing, replacing, and fabricating and installing new awnings and canopies.	Articles of Incorporation #: _____ Date: _____ or Tax Return #: _____ Expiration Date: _____
Section 2 Paragraph 2.6.1 B	Vendor(s) must provide three current references for each group, consisting of existing customers (two references other than Miami-Dade County).	Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Telephone #: _____ <hr/> Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Telephone #: _____ <hr/> Company Name: _____ Contact Person: _____ Title: _____ Address: _____ Telephone #: _____

**BID SUBMITTAL FOR:  
Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors**

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

Section 2 Paragraph 2.6.1 C	Vendor(s) must maintain an office / facility within the geographic boundaries of Miami-Dade and Broward County, Florida.	Tax Certificate #: _____ Expiration Date: _____ or Copy of deed and / or lease agreement provided? _____
Section 2 Paragraph 2.6.1 D	Vendor(s) must be equipped with a dedicated facsimile (FAX) machine and / or an e-mail address.	Fax #: _____ E-Mail address: _____

**2.14. Certification(s)**

Vendor(s) shall hold any of the following valid Certificate of Competency and / or License issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.	<ol style="list-style-type: none"> <li>1. Miami Dade County Canvas Awning Contractor</li> <li>2. Miami Dade County Miscellaneous Metals Contractor</li> <li>3. Miami Dade County General Contractor</li> <li>4. Miami Dade County Building Contractor</li> <li>5. State of Florida General Contractor</li> <li>6. State of Florida Building Contractor</li> <li>7. State of Florida Specialty Structure Contractor</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. List all certificates / licenses if submitting for more than one trade.</li> <li>2. Attach copies of all listed Certificate of Competency and/or Licenses.</li> </ol>	Type of Trade: _____ Certificate / License #: _____ Expiration Date: _____
		Type of Trade: _____ Certificate / License #: _____ Expiration Date: _____
		Type of Trade: _____ Certificate / License #: _____ Expiration Date: _____
		Type of Trade: _____ Certificate / License #: _____ Expiration Date: _____

SECTION 4  
BID SUBMITTAL FOR:

Repair, Replace, Purchase and Install New Awnings and Canopies,  
Pre-qualification of Vendors

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 \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

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

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

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



BID SUBMITTAL FORM

Bid Title: Repair, Replace, Purchase and Install New Awnings and Canopies, Pre-qualification of Vendors

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

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

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. Vendor 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)

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

Signature: \_\_\_\_\_ (Signature of authorized agent)

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  
 Department of Procurement Management  
**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	6. <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(d)(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 (6) and (9) 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	9. <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 \_\_\_\_\_









**SMALL BUSINESS ENTERPRISE PROGRAM (SBE)**  
**(Ordinance 05-29 and Administrative Order 3-41)**

**PARTICIPATION PROVISIONS**

Applies to set-asides and/or subcontractor goals

**Acknowledgement of an Agreement form\***

See Appendix for further details.

**DEPARTMENT OF SMALL BUSINESS DEVELOPMENT**

111 NW 1<sup>ST</sup> STREET, 19<sup>TH</sup> FLOOR

MIAMI, FLORIDA 33128

PHONE: (305) 375-3111 FAX: (305) 375-3160

Revised October 2008

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## A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
  - a. Reasonably estimated, uncommitted capacity;
  - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
  - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
  - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
14. *SBD* means the Department of Small Business Development.
15. *DPM* means the Department of Procurement Management.
16. *Goods* mean any tangible product, material or supply that is not a service.
17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
18. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
19. *MDC* means Miami-Dade County, Florida.
20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
22. *Service* means work offered for public or private consumption that does not consist primarily of goods.
23. *Set-aside* means the designation of a given contract for competition among SBEs.
24. *Small Business Enterprise (SBE)* means a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
26. *Successful Bidder* means the bidder to which the contract is awarded.
27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
28. *Work* means the provision of goods or services.

#### B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. SBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Small Business Development (SBD) at 111 N.W.

1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at [www.miamidade.gov/sba](http://www.miamidade.gov/sba).

**C. CERTIFICATION**

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours or online [www.miamidade.gov/sba](http://www.miamidade.gov/sba).
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by SBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by SBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where SBD concludes that an SBE brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

**D. APPLIED CONTRACT MEASURES**

**1. Set-asides**

- a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from SBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
  - c. An SBE may perform 100% of the set-aside with its own workforce.
  - d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
  - e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.
2. Subcontractor goals
- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall be in writing, shall be executed by the bidder and the SBE, and shall specify the scope of work, percentage of services the SBE will provide, and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from SBD, bidders/proposers shall be allowed up to 48-hours after bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive.
  - b. The Agreement shall incorporate;
    - i. The scope of work to be performed by the SBE; and
    - ii. The percentage of services the SBE will provide; and
    - iii. The prompt payment obligation; and
    - iv. The SBE joint venture Agreement; if applicable
  - c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.
- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:
  - i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
  - ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from SBD.
  - iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
  - iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
  - i. Certificate of Unavailability (Form No. SBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and
  - ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

- iii. A statement of the bidder's contacts with SBD for assistance in determining available SBEs; and
- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

#### E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

#### F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and SBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

**G. POST AWARD COMPLIANCE AND MONITORING**

1. SBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
  - a. Termination of an SBE's Agreement;
  - b. Reduction in the scope of work to be performed by an SBE
  - c. Modifications to the terms of payment or price to be paid to an SBE
  - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to

comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
  - b. Work stoppage;
  - c. Termination, suspension, or cancellation of the contract in whole or part;
  - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
  3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
  4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
  5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
    - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
    - b. A prime vendor not meeting an SBE contract measure;

- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
- d. Failure to timely submit utilization reports;
- e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- f. Failure to maintain certification;
- g. Deviations from the SBE agreement without prior approval from SBD;
- h. Termination of the SBE's agreement without prior approval from SBD;
- i. Reduction of the scope of work of the SBE subcontract without prior approval from SBD; or
- j. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD

**I. Administrative Penalties**

Administrative penalties may range from de-certification to debarment.

**J. Appeals Process**

A respondent may initiate the appeals process after administrative penalties are imposed.

**K. APPENDIX**

**1. Forms**

- a. Certificate of Unavailability           SBD 502
- b. Utilization Report                    SBD 503

# APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. \_\_\_\_\_

(Name of Prime Contractor) \_\_\_\_\_ (Firm Name) \_\_\_\_\_

(Address) \_\_\_\_\_ (Telephone No.) \_\_\_\_\_

I contacted the \_\_\_\_\_ to obtain a bid for work items to be

**\*SBE Firm**

performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. \_\_\_\_\_ SBE firm did not respond to the invitation.
- b. \_\_\_\_\_ SBE firm was not available to work.
- c. \_\_\_\_\_ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

If you did not get any responses to your solicitation of SBE firms contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

\_\_\_\_\_  
(Prime Contractor Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Title

\*If multiple SBE firms are contacted, please make additional copies as deemed necessary.

### Instructions for the Monthly Utilization Report (MUR)

**FINAL:** Indicate if MUR is the final submission (Final MUR should be submitted upon the completion and final payment of project)

**Reporting Period:** The period for which the MUR payment information is being submitted

**Project Name:** The assigned project name as it is identified in the contract documents

**Project Number:** The assigned project number as it is identified in the contract documents

**Project Location:** The address or descriptive location of project work site

**Projected Start Date:** Notice to Proceed Date or date of work commencement

**CSBE Project Measures:** Percentage of measure applicable to this project (enter value in appropriate measure type)

**Prime Contractor:** Name of Awardee, Address and Phone Number

**Contract Award Date:** Date of contract award

**Contract Award Amount:** The dollar amount awarded in the contract documents

**Change Order Amount:** The total dollar value of all approved change orders

**Contract Period:** Total number of days of Contract as listed in contract documents and all approved Change Orders

**% Complete To Date:** The Proportion of work that has been completed for this project stated as a percentage

**Completion Date:** The anticipated date project will be completed

**Amount Requisitioned this Period:** The dollar amount billed to MDC for work performed during the listed reporting period

**Date Requisitioned:** The date requisitioned amount was submitted to MDC

**Total Amount Requisitioned to Date:** The total dollar amount requisitioned for work performed during reporting period

**Last Payment by Miami Dade County (MDC):** The last dollar amount paid to Prime by MDC for reporting period

**Date of Last Payment by MDC:** The date of the last payment by MDC for the reporting period

**Was last MDC payment within 14 days of Prime's requisition:** Check YES if payment by MDC was made within 14 days of prime's requisition; Check NO if payment by MDC was not made within 14 days of prime's undisputed requisition

**Did last MDC Payment Equal Requisition Amount:** If requisition was paid in full check YES; if requisition amount was not paid in full check NO and explain reasons for payment difference in space provided

**Total Amount Paid by MDC:** The total amount paid to date by MDC in reporting period for the reporting period

**Name of CSBE:** The legal name of all subcontractor(s) meeting a goal listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s)

**Tier (1, 2, 3, 4):** The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the Tier 1 Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor)

**Contract Period:** The anticipated start and end dates of the subcontractor(s)

**Goal % If Applicable:** The goal percentage that is being fulfilled by subcontractor(s)

**Description of Work:** A brief description of the scope of work to be performed by subcontractor(s)

**Instructions for the Monthly Utilization Report (MUR)**

**Signed Contract Agreement:** Check if Prime has a signed contract agreement with subcontractor listed.

**Contract Amount:** The dollar value of Subcontractors' Agreement (if different from SOI, a new SOI must be submitted)

**Amount Requisitioned this Period:** Actual dollar amount requisitioned by the subcontractor(s) during the listed reporting period

**Date of Requisition (from Sub):** The date of the requisition submitted by subcontractor for payment during this submittal period

**Amount Requisitioned to Date:** Total dollar amount requisitioned as of reporting period by the subcontractor(s)

**Last Payment:** The last dollar amount paid to subcontractor(s) for the reporting period

**Last Payment Date:** The date of last payment of subcontractor(s) for the reporting period

**Was last payment within 2 days of MDC payment to prime:** "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime

**Paid to Date:** The total amount paid to the subcontractor(s)

**Total:** The total of each column where applicable

**Executed by:** The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime

**Date:** Current Date

**Phone:** Phone number that signing officer may be reached

**Sworn before me:** Notary Information





Acknowledgement of an Agreement
Small Business Enterprise (SBE) Program

In response to Miami-Dade County's RFP/RFQ/Bid No. \_\_\_\_\_, the undersigned hereby acknowledges receipt and accepts the requirements of the applicable SBE subcontractor goal measure to utilize the Small Business Enterprise (SBE) firm(s) listed below; if awarded the contract. The undersigned must enclose with the bid/proposal submittal a signed SBE Agreement as required by the SBE Participation Provisions. This form or any other form contained in this solicitation does not represent the 'Agreement' as required by Section 2 of the SBE Participation Provisions.

Name of Prime Contractor/Owner or Authorized Representative Firm Name

Street Address Telephone No.

Name of SBE Subcontractor\*

SBE Certification No.: Expiration Date:

Signature of Prime Contractor/Owner or Authorized Representative

\*If multiple SBE firms are to be utilized, please make additional copies as deemed necessary.

For further information, contact the Department of Small Business Development (SBD) at 305-375-3111.

Department of Small Business Development
Stephen P. Clark Center (SPCC)
111 NW 1st Street, 19th Floor
Miami, Florida 33128
Phone (305) 375-3111 Fax (305) 375-3160

SBD FORM 504

**APPENDIX B**  
**SECTION 3 OF THE HUD ACT OF 1968**  
**(APPLICABLE TO MIAMI-DADE PUBLIC HOUSING AGENCY ONLY)**

**CONE OF SILENCE EXEMPTION. \*\*NEW\*\***

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

**I. GENERAL REQUIREMENTS**

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Public Housing Agency (MDPHA) Office of Compliance at 786-469-4151. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

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

**II. SECTION 3 DEFINITIONS**

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

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

The term "new hires" is defined as follows:

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

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

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

The current Miami-Dade Income Limits are as follows:

**MIAMI-DADE 2009 INCOME LIMITS**

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
*Very Low Income (50%)	\$23,600	\$26,950	\$30,350	\$33,700	\$36,400	\$39,100	\$41,800	\$44,500
** Low-Income (80%)	\$37,750	43,100	\$48,500	\$53,900	\$58,200	\$65,500	\$66,850	\$71,150

**III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS**

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

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

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

3. For information on how to become a MDPHA-certified Section 3 business, download application at [www.miamidade.gov/housing/section3](http://www.miamidade.gov/housing/section3) or fax, MDPHA Office of Compliance, at 786-469-4151.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDPHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, "Section 3 Business Preference Claim"** (Attachment 2) with bid quote.

5. Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents to Be Submitted with Each MDPHA Bid (When Subcontracting is Not Applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures (MDPHA Projects Only)".
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
- PR#1:** 51% or more owned by MDPHA public housing residents, **or** whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
- PR#2:** Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc., at 305- 377-9922, or Fax 305-373-9922 (**Category 2 Businesses**);
- PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., **or** whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);
- PR#4:** a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; **or** whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very-low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); **or**
- b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

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

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

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

Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

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

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

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

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

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

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

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

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

**IX. SECTION 3 CLAUSE**

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

**SECTION 3 CLAUSE**

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)**

Firm Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Housing Agency (MDPHA) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135 (fax MDPHA 786-469-4151 to obtain a copy).

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

1. Fax 786-469-4151 Office of Compliance for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.
2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404*, "**Section 3 Language for News Ads, Flyers and Job Notices**" in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youth build employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Present *Document 00401*, "**Section 3 Resident Preference Claim Form**" to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in *Document 00401*, or complete *Document 00402*, "**Section 3 Resident or Employee Household Income Certification Form**" (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and sub consultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with MDPHA projects; (b) use *Document 00403*, "**Training & Employment Outreach Documentation**" form to document agency referral responses, and (c) produce evidence of recruitment efforts to MDPHA as requested.
9. Consultant is responsible for collection of sub consultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when sub consultant(s) hire workers for vacant or new positions in connection with MDPHA awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful MDPHA bidder only, and will be distributed at each pre-construction meeting (*fax MDPHA 786-469-4151 to obtain copies*).

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

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

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

1. Refer any interested sub consultants that may meet the criteria to become a certified S-3 business to *MDPHA Office of Compliance* (Compliance) for S-3 business application assistance.
2. Fax 786-469-4151, *Compliance*, for current MDPHA S-3 business lists and solicit to firms on these lists.
3. Contact *Department of Small Business Development* (SBD), 305-375-3111 or via email [miamidade.gov](mailto:miamidade.gov) to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 sub consultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to MDPHA project awards.
5. Fax, send or deliver "**Sub consultant Solicitation to Section 3, Small, Minority and Women Businesses**" form, to all prospective sub consultant firms solicited for each MDPHA award.
6. Allow each sub consultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "**Letters of Intent**" forms received from S-3, small, and minority, and women-owned sub consultants. Request sub consultants not interested or unavailable to bid to provide consultant with "**Certificate of Unavailability**" form.
7. Use the "**Outreach Documentation Form**" to document recruitment and follow-up with sub consultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses; second, if the sub consultant's bid amount would make the project infeasible.
9. Submit the following evidence to MDPHA when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one). Other post-award required submittals include *Document 00430, "List of Subcontractors/Sub consultants"*, and, from consultant and its sub consultants or

subcontractors, Documents 00450, 00452 and 00453, ***“Estimated Workforce Breakdown”, “Employee List” and “Consultant/Sub consultant Certification”***.

10. For each MDPHA project award, retain documentation of outreach efforts and responses received from any organizations and sub consultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if successful bidder will be subcontracting (where subcontracting is permitted) (fax MDPHA 786-469-4151 to obtain copies).

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**Sign and Print** Firm Official's Name and Title

Submission Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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Firm Name/Address

Firm Telephone and Fax Numbers: \_\_\_\_\_

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DOCUMENT REQUIRED WITH BID

DOCUMENT 00200-B

ATTACHMENT 2

SECTION 3 BUSINESS PREFERENCE CLAIM FORM

Applicable to current MDPHA certified Section 3 (S-3) businesses who wish to claim a bidder's preference. S-3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim S-3 bidder's preference. Business application requests may be faxed to MDPHA at 786-469-4151.

Only initial those items applicable to your firm.

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

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

BID NUMBER \_\_\_\_\_ BID NAME \_\_\_\_\_

FIRM NAME (Please print or type) \_\_\_\_\_

PRESIDENT'S NAME (Please print or type) \_\_\_\_\_

PRESIDENT'S SIGNATURE: \_\_\_\_\_

PHONE AND FAX NUMBERS: \_\_\_\_\_

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