



**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of automotive window tinting services for Miami Dade County.

**2.2 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for six (6) years and upon completion of the expressed and/or implied warranty periods. The contract shall expire on the last day of the month of the contract term.

**2.3 METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive, responsible bidder on a group-by-group basis. To be considered for award for a given group, the bidder shall offer prices for all items within the given group. The County will then select the bidder for award for each group whose offer represents the lowest price when all items listed within a group are added in the aggregate. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

**GROUP 1: Window Tinting for Various Miami-Dade County Department's**

This group provides services to various County departments. Departments using this group will bring their vehicles to the vendor's facility for service.

**GROUP 2: Window Tinting for Miami-Dade Police Department**

This group shall provide services to Miami Dade Police Department (MDPD). MDPD will bring vehicles to the vendor's facility.

The successful bidder's employees for group 2 must pass a comprehensive criminal background check. The County will review and examine state and national fingerprint based criminal historic information on the bidder and its employees. All contingent personnel will be required to sign an authorization for the County to access criminal background information. The County reserves the right to prohibit any bidder's employee(s) from providing service to MDPD vehicles.

Authorization for window tinting will be given by Miami Dade Police fleet management personnel only. Attachment- A (page 15) will be the only form used to authorize tinting.

**GROUP 3: Mobile Window Tinting for Miami-Dade County Department's**

Bidder awarded under this group shall provide services at various Miami Dade County locations as needed.

Clean Up:

All materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all work areas utilized during service which will be mutually agreed upon with the County Project Manager.

Identification / Uniforms:

All personnel performing services under this contract must carry valid government issued photo identification such as a driver's license. All personnel shall wear a uniform shirt (or t-shirt) clearly displaying the awarded Bidder's company name/logo.

Compliance and Regulations:

Precautions shall be exercised at all times for the protection of persons and property. Bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be born solely by the responsible successful bidder. Barricades shall be provided by the successful Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.4 PRICE(S)**

The initial contract price(s) resultant from this solicitation shall remain **fixed and firm** for no less than 12 months from the commencement date. It is the awarded bidder's responsibility to request any price adjustment. The bidder's request for adjustment must be submitted to the County's Internal Services Department - Procurement Management Services Division for review no less than 90 days prior to expiration of the then current contract year. If no adjustment request is received from the awarded bidder, the County will assume that the bidder has agreed to maintain the same pricing. The County may consider an adjustment to price based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for **All Urban Consumers, All Items, Miami – Ft. Lauderdale Area**.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index. In addition, during the contract term Bidder's may offer the County discounts.

**2.5 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

X: Product Information Sheets

If an "equal" product may be considered by the County in accordance with the Bid Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures) of the product offered as an equal. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in a letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter, explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid Submission Form are the only products that will be accepted under this solicitation.

**2.6 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT:**

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

**2.7 WORK ACCEPTANCE:**

Each job will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**2.8 ADDITIONAL WINDOW TINTING SERVICES**

While the County has listed the window tinting services within this solicitation which are utilized by County departments in conjunction with their operations, there may be additional services that must be purchased by the County during the term of this contract. When required by the pricing structure of the contract, awarded vendor under this contract shall be invited to submit price quote for these additional services.

The County may determine to obtain price quotes for additional services from other prospective vendors in the event that fair and reasonable pricing is not obtained from the current awarded vendor, or for other reasons at the County's discretion.

**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE:**

The purpose of this solicitation is to establish a contract for the purchase of automotive window tinting services for Miami-Dade County on an as-needed basis.

The awarded Bidder(s) must be able available to the County five (5) days per week, Monday through Friday from 8:00 am to 5:00 PM.

The awarded Bidder is required to respond to the County by close of business on the date of contact to schedule an appointment for needed service when contacted prior to 2:00 PM. If contacted after 2:00 PM, the awarded Bidder is required to respond to the County by close of business on the following business day.

**3.2 SERVICES**

Remove existing film (if necessary); clean existing glazing thoroughly with razor and glass cleaner before installation of film. Installation shall be in accordance with manufacturer's written recommendation for installation. Film shall be on interior side glazing. Installation shall be free of bubbles, lapping of seams, and shall be neatly trimmed at all mullions and glazing stops.

**3.3 MATERIALS**

The vendor shall furnish the following tint materials or approved equal. As per the Ultraviolet (UV) specification, all tints must provide a protective barrier of 99%.

<b><u>Brand</u></b> (or approved equal)	<b><u>Description</u></b>	<b><u>% of Visible Light</u></b>
1. Suntek	Standard	20-30%
2. Suntek	High Performance	35-20-15%
3. Suntek	High Performance Strip	35-20-15%
4. Suntek	High Performance	5%
5. Suntek	High Performance Strip	5%