

**Date:** May 3, 2005

**To:** Honorable Chairman Joe A. Martinez and Members,  
Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Bid Award Recommendations

Agenda Item No. 8(O)(1)(C)

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## RECOMMENDATION

It is recommended that the Board approve the attached award of competitive bids, rejection of bids, contract modifications, award of competitively bid contracts of other governmental entities and authority to exercise future options to renew. The allocations shown represent the maximum authorized spending authority based on an estimated value of purchases, and in no way guarantee the value of orders placed with the awarded vendors.

## BACKGROUND

### **Section 1 AWARD OF COMPETITIVE BIDS**

All contracts in this section are recommended for award to the lowest responsive, responsible bidder(s) who meet the bid specifications in accordance with established policies and procedures. Bid announcements were advertised on the DPM website and in four local newspapers: Diario Las Americas, Haiti En Marche, Miami Times and Daily Business Review. The following award is recommended:

Award of Item 1.1 (Career Apparel) to establish a replacement contract to purchase blazers, slacks, skirts, sweaters, shirts and ties used by County employees who work in the public view.

### **Section 2 REJECTED BIDS**

Rejection of Item 2.1 (Medical Transport Billing and Collection Services) is recommended following a bid protest, and to re-advertise for billing and collection services only as a Request for Proposals (RFP).

### **Section 3 COMPETITIVE CONTRACT MODIFICATIONS**

A competitive contract modification is when the requested supplemental allocation for goods or services is within the scope of the original contract award and allocation.

Item 3.1 (Portable Generators Purchase, Repairs and Original Equipment Manufacturer (OEM) Parts, Prequalification of Vendors) is for additional spending authority to allow the Seaport Department to continue to purchase generator services.

Item 3.2 (Truck Tractors) is for additional spending authority to allow the Department of Solid Waste Management to purchase twenty special purpose truck tractors.

**Section 4 PURCHASES MADE UNDER COMPETITIVELY AWARDED CONTRACTS OF OTHER GOVERNMENTAL ENTITIES**

The County occasionally accesses items from contracts competed and awarded by federal, state and local governments, and by not-for-profit organizations, when it is determined to be in the best interest of the County and the item is not available through an existing County contract.

Item 4.1 (Tires and Tubes) is to authorize access to the competitively awarded State of Florida tires and tubes pool contract.

**Section 5 REQUESTS FOR APPROVAL TO ADVERTISE AND AWARD THE FORMATION OF CONTRACT POOLS OF PRE-QUALIFIED VENDORS**

The solicitations listed in this Section require approval to advertise and to award the formation of contract pools of pre-qualified vendors under full and open competition. The award of actual work or purchase orders takes place after the formation of the contract pool using a competitive process among the pre-qualified pool members for each specific requirement.

None

**Section 6 REQUESTS FOR AUTHORITY TO EXERCISE “OPTION-TO-RENEW’S” (OTR’S) UNDER EXISTING CONTRACTS THAT WOULD BRING THE CUMULATIVE CONTRACT VALUE TO MORE THAN \$1 MILLION**

The contracts listed in this section require approval to exercise any future “option-to-renew” (OTR) contained in the contracts that would, if exercised, bring the cumulative value of the contract over \$1 million. Each of the contracts were awarded using full and open competition under the Manager’s delegated authority pursuant to Section 2-8.1(b) of the County Code and the Master Procurement Administrative Order, A.O. 3-38, and each contains an OTR provision that would, in the future, if exercised, bring the cumulative value of the contract above \$1 million.

Item 6.1 (Hauling of Bulk Materials, Pre-qualification of Vendors)

Item 6.2 (Food Catering Services)

Item 6.3 (Allison Helicopter, Gas Turbine Engines and Parts)

Honorable Chairman Joe A. Martinez and Members,  
Board of County Commissioners

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Item 6.4 (Puradyne Filters and Filtration Components)

Item 6.5 (Facsimile Equipment Maintenance Services)

Item 6.6 (Mobile Fuel Delivery Service)

Item 6.7 (Medical Welding Gases and Liquid Oxygen)

Item 6.8 (Air Compressors, Pumps, Parts and Accessories, Pre-qualification of Vendors)



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Alina T. Hudak  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** May 3, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 8(o)(1)(c)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(O)(1)(C)

Veto \_\_\_\_\_

5-3-05

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING AWARD OF A COMPETITIVE CONTRACT WITH AUTHORITY TO EXERCISE OPTIONS-TO-RENEW ESTABLISHED THEREUNDER, REJECTION OF BIDS, CONTRACT MODIFICATIONS, AWARD OF COMPETITIVELY BID CONTRACTS OF OTHER GOVERNMENTAL ENTITIES AND AUTHORITY TO EXERCISE FUTURE OPTIONS-TO-RENEW FOR THE PURCHASE OF GOODS AND SERVICES

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, a description of a competitive contract award, rejection of bids, contract modifications, award of competitively bid contracts of other governmental entities and authority to exercise future options-to-renew for the purchase of goods and services, are attached and incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes a competitive contract award with authority to exercise options-to-renew established thereunder, rejection of bids, contract modifications, award of competitively bid contracts of other governmental entities and authority to exercise future options-to-renew for the purchase of goods and services.

The foregoing resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_  
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman  
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Dorrin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler  
Carlos A. Giménez  
Barbara J. Jordan  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of May, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04 with exception of items 1.1, 4.1 and 6.7 which are subject to the provision of subsection (e) of section 29-124 of the County Code which specifies "no award shall be effective and no contractual relationship shall arise with the county unless and until approved by the [Citizen's Independent Transportation] Trust or re-affirmed by the County Commission".

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by the County Attorney as  
to form and legal sufficiency.   
Hugo Benitez

By: \_\_\_\_\_  
Deputy Clerk

**SECTION # 1**  
**AWARD OF COMPETITIVE BIDS**

It is recommended that the following items solicited through formal competitive bidding procedures, be awarded to the following bidder(s) meeting specifications as follows:

**1.1**

**BID NUMBER:** 7785-1/06

Title: Career Apparel

Description: To establish a replacement contract to purchase blazers, slacks, skirts, sweaters, shirts and ties used by County employees who work in the public view.

Department(s): Allocation(s):

Public Works \$ 1,500.00\*

Other Departments

Aviation \$347,500.00\*\*

Park & Recreation \$ 35,000.00\*\*

\$384,000.00

Term of Contract: One year

Option(s)-to-Renew: One, 6 month option-to-renew

Number of Bid  
Announcements Issued  
(including electronic): Thirty-three

Number of Bid  
Packages Sold: One

Number of Bid Packages  
Downloaded: Twenty-seven

Number of Bids  
Received: Seven

Special Conditions: None

\* This allocation is the subject of this award recommendation as required by the People's Transportation Plan (PTP).

\*\* These allocations were previously approved under the Manager's delegated authority.

Local Preference: Applied in accordance with the applicable Ordinance.

UAP: This contract includes the 2% User Access Fee.

Living Wage: Not applicable. No services are contemplated.

Method of Award: To the low responsive, responsible bidder, on an item-by-item basis for one item for **Groups 2, 5, and 7**  
 To the low responsive, responsible bidder on a group-by-group basis **for Groups 1, 3, 4, 6, 8, and 9 through 13**

Vendor(s): Fashion Star, Inc.: **Groups: 1, 7 and 11**  
 Gold Nugget Uniform, Inc. d/b/a Argo Uniform: **Groups 2, 3, 5, 6, 8, 9, 10 and 13**  
 Harrison Uniforms Co., Inc.: **Groups 4 and 12**

Estimated Contract Usage: One year: \$384,000.00

Previous Contract Usage: One year: \$418,750.00

Comments: Authorization is requested to award the contract in accordance with the terms and conditions contained in the solicitation document.

**This is a consolidation of two previous competitively bid contracts.**

Although the Public Works Department allocation was part of the contract awarded under the Manager’s delegated authority it requires approval by the Board and Citizens’ Independent Trust Fund (CITT) as this department may use People’s Transportation Plan (PTP) funds for these purchases. PTP legislation requires that the use of any contract involving Surtax Funds must be approved by the Board and the CITT. Approval to award this contract for Public Works is now requested.

Proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for part of the costs of this contract for Public Works only.

The bid was advertised on the DPM website and in four local newspapers: Diario Las Americas; Miami Times; Daily Business Review; and Haiti En Marche.

**SECTION #2**  
**REJECTED BIDS**

**2.1**

**BID NUMBER:** 7578-3/10-OTR

Title: Medical Transport Billing and Collection Services

Description: This contract is for billing and collection services for Miami-Dade Fire Rescue's medical transports.

Department(s): Miami-Dade Fire Rescue      Estimated Allocation(s): \$ 1,600,000.00

Term of Contract: Three years

Option(s)-to-Renew: One, three year options-to-renew

Number of Bid Announcements Issued: One-hundred and six

Number of Bid Packages Downloaded: One-hundred and sixty-one

Number of Bids Received: Four

Advertisement Date: March 2, 2004

Local Preference: Would apply in accordance with the applicable Ordinance.

UAP: This contract includes the 2% User Access Fee.

Living Wage: The services to be provided are not covered under the Ordinance.

Method of Award: Low responsive, responsible bidder in the aggregate

Comments: It is recommended that the Board of County Commissioners reject all bids received in response to Medical Transport Billing and Collection Services, Invitation to Bid (ITB) No. 7578-3/1-OTR following a bid protest, and to re-advertise for billing and collection services only as a Request for Proposals (RFP).

The County advertised Bid No. 7578-3/1-OTR on March 2, 2004 to succeed RFP 353 for the purchase of medical transport billing and collection services for the Miami-Dade Fire Rescue Department. The bid included a sole source electronic patient information collection solution as part of the competitive solicitation. The sole source portion of the solicitation, though, was removed via addendum prior to the bid opening.

The bids were opened on August 11, 2004. A recommendation to award the contract to the low bidder, TC Billing and Services Corporation, dba Billing Associates, was filed with the Clerk of the Board on December 14, 2004. On December 28, 2004, the incumbent vendor, Advanced Data Processing, Inc. (ADP), one of four bidders, filed a protest with the Clerk of the Board.

A protest hearing was held on January 19, 2005. The Hearing Examiner issued his "Findings of Fact, Conclusions of Law and Recommendations of Hearing Examiner" on January 27, 2005, (copy attached) and concluded that the protester established valid grounds to maintain and sustain the protest. While staff does not concur with all the findings of the Hearing Examiner, based on a careful review of the findings regarding the inclusion of the living wage requirement in the item presented to the Board for advertisement of the solicitation, a recommendation is made to reject all bids and re-advertise.

The re-advertisement of the solicitation for billing and collection services will be issued as a Request for Proposals (RFP) rather than the previously issued Invitation to Bid (ITB) since the equipment and software portion of the solicitation has been removed. The new solicitation will be for billing and collection services only. The hardware and software for the electronic patient information collection solution is being negotiated under a separate contract as a sole source.

The new RFP will also consider the quality of services delivered. This is compatible with the best practices of like jurisdictions which have purchased these services.

CLERK OF THE BOARD  
05 JAN 27 PM 3:08  
11th CIRCUIT & COUNTY COURTS  
DADE COUNTY, FLA.  
#1

**MIAMI-DADE COUNTY, FLORIDA  
HARVEY RUVIN, CLERK OF THE BOARD**

IN RE: THE PROTEST OF THE  
COUNTY MANAGER'S THIRD  
RECOMMENDATION OF AWARD  
FOR MEDICAL TRANSPORT  
BILLING AND COLLECTION  
SERVICES FOR THREE (3) YEARS  
WITH A THREE YEAR OPTION TO  
RENEW, ITB NO. 7578-3/10 OTR TO  
TC BILLING AND SERVICES CORP.,  
*dba* BILLING ASSOCIATES

ADVANCED DATA PROCESSING, INC.,

Petitioner,

v.

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida,

Respondent.

\_\_\_\_\_ /

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND  
RECOMMENDATIONS OF HEARING EXAMINER**

Pursuant to Section 2-8.4 (c) of the Code of Miami-Dade County, the undersigned Hearing Examiner was assigned to conduct a Hearing of the Bid Protest filed by ADVANCED DATA PROCESSING, INC., (ADP), to the County Manager's Third Recommendation of Award of the Contract for Medical Transport Billing and Collection Services for Three (3) years with a three year option to renew, ITB NO. 7578-3/10 OTR TO TC BILLING AND SERVICES CORP., *dba* BILLING ASSOCIATES (Billing Associates). An Administrative Bid Protest Hearing was conducted on January 19, 2005,

at the Stephen P. Clark Government Center, 111 N.W. 1<sup>st</sup> Street, 3rd Floor Conference Room, in Miami-Dade County, Florida. The undersigned Hearing Examiner has reviewed and considered all of the documents and evidence presented at the Hearing, the written Bid Protest, and submissions of the parties, as well as arguments from counsel.

## **FINDINGS OF FACT**

### **Summary Findings**

Based on the submission of the parties, and the evidence presented at the Hearing, the undersigned Hearing Examiner has concluded that there have been most persuasive arguments made by ADP with respect to Grounds Three (3), Five (5), and Twelve (12), set forth in its Bid Protest and substantiated, through evidence, testimony, and argument at the Hearing. The Hearing Examiner therefore finds that the protester, ADP, has established valid grounds to maintain and sustain its protest. The Hearing Examiner consequently does not concur in the County Manager's recommendation of the award to Billing Associates of ITB NO. 7578-3/10 OTR – Contract for Medical Transport Billing and Collection Services for Three (3) Years With a Three Year Option to Renew – based upon the following proven grounds.

- I. **ADP's Protest Ground 3:** Billing Associates is not a responsive and responsible bidder because it failed to establish that it met the minimum requirements of the ITB.

- a. Billing Associates failed to provide independent verification of its net collection rate or the minimum original medical accounts per year.
- b. Billing Associates failed to establish that it met the minimum net collection rate.
- c. The dollar amounts provided by Billing Associates show that it has attempted to mislead the County in order to make it appear that it meets the minimum collection rate.

II. **ADP's Protest Ground 5:** ADP reasonably relied on the County Manager's representations to the County Commission, the language of the solicitation documents and Appendix, as well as the county's code in concluding that the county's Living wage provision applied to this solicitation. The county's post-submission statement that it did not apply, made after ADP had factored this labor cost and submitted its bid, prejudiced ADP and placed it at a competitive disadvantage.

III. **ADP's Protest Ground 12:** The authorization to advertise and solicit these services was void *ab initio* for failure to follow the County's process and disclosure requirements.

### **Procedural Findings**

1. On February 17, 2004, the County Manager requested authorization to advertise an Invitation To Bid for (hereinafter referred to as "the ITB") a contract for Medical Transport Billing and Collection Services for Three

(3) years with a three year option to renew, ITB NO. 7578-3/10 OTR. (See Exhibit 28).<sup>1</sup> The request did not reference a sole-source procurement of hardware and software that was included in the ITB and advised the County Commission that the Living wage provisions were applicable.

2. On April 5, 2004, ADP sent the County a letter citing its objections and exceptions to Bid No. 7578-34/10 OTR as required by AO 3-21.<sup>2</sup> (See Exhibit 7)
3. On April 23, 2004, ADP sent a second letter to the County which supplemented it's exceptions to the procurement process. (See Exhibit 8)
4. In its correspondence of April 5th and April 23, 2004, ADP detailed its objections to the ITB, and argued why it felt that the specifications were unconscionable and arbitrary. (See Exhibits 7 and 8)
5. The evidence shows that as a result of the above-referenced letters, the County postponed the submission date of the ITB several times, through

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<sup>1</sup> ADP Bid Protest included a Binder that contained 32 numbered Exhibits. The County Attorney stipulated on behalf of the County to the admissibility of all Exhibits.

<sup>2</sup> AO 3-21 states in pertinent part that:

Any question, issue, objection or disagreement concerning, generated by or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a bid protest administered under this Administrative Order, unless it was brought by that bidder or proposer to the attention, in writing, or the procurement agent, buyer, contracting officer or other contact person of the County department that issued the solicitation document, at least two working days (not less than 48 hours prior to the hour of bid opening or proposal submission. The purpose of this requirement is to expedite the procurement process by allowing the issuing department the opportunity to consider, and to resolve or clarify, in a timely fashion through the issuance of a remedial solicitation addendum, if appropriate, any such matter that is apparent on the face of the solicitation document, including but not limited to ambiguities or inconsistencies within the document.

Addenda, in order to research and respond to the issues raised by ADP. (See Exhibit 1, ITB Addenda 3, 4, 5, 6, 7, 8, 9, 10, and 11).

6. In Addendum 9, the County deleted numerous provisions from the bid related to a sole-source procurement of hardware and software. County staff did not re-submit the revised ITB to the County Commission for approval.
7. On October 7, 2004, the County Manager recommended award to "Transcare Corporation, *dba* Billing Associates", a company that did not submit a bid. (See Exhibit 9). This recommendation affirmatively stated that the County's Living Wage provisions were applicable to the contract.
8. On October 21, 2004, ADP filed its initial bid protest with the Clerk of the Board of County Commissioners, arguing, among other claims, that the County unlawfully recommended award to a company that did not tender a bid.
9. On October 28, 2004, the County Manager issued a "clarification" memorandum asserting that the County had awarded the bid to "TC Billing and Service Corp., *dba* Billing Associates." This document was subsequently deemed to be a new recommendation. This recommendation affirmatively stated that the County's Living Wage provisions were applicable to the contract.
10. On November 12, 2004, ADP filed its second bid protest with the Clerk of the Board of County Commissioners to the Manager's second recommendation, arguing, among other claims, that the County

recommended award to a company that could not meet the terms of the Living Wage provisions, which the County had asserted were applicable to this bid.

11. On December 14, 2004, the County Manager issued a second “clarification” that the County’s Living Wage Ordinance did not apply to Invitation to Bid No. 7578-3/10 OTR. (See Exhibit 29) Its inclusion in the first and second recommendation is characterized as a “scrivener’s error.”
12. The evidence shows that this December 14<sup>th</sup> clarification letter is in direct contradiction to the Manager’s memorandum of February 17, 2004 to the Board of County Commissioners. The evidence further shows that this is also deemed to be a new (third) recommendation.
13. On December 28, 2004, ADP once again amended it’s previously filed protests to address the issues raised in the Manager’s third recommendation, and timely filed the instant protest, which was heard on January 19, 2005.

**Factual Findings as to Ground 3 of ADP’s Protest**

14. The evidence demonstrated that Billing Associates is not a responsive and responsible bidder because it failed to establish that it met the minimum requirements of the ITB.

15. As noted in the bid specifications, the purpose of the ITB at issue is to provide the County with billing and collection services for patients transported by the Miami-Dade Fire Rescue Department.
16. Addendum 11 to the ITB sets forth the Minimum requirements to qualify as a responsible bidder as follows:

It is required that the successful bidder be currently billing a minimum of 50,000 original medical related accounts per year. The bidder is required to provide documentation that they currently collect at a net collection rate of at least 65% of the original billed medical related accounts. (Emphasis added)
17. In Addendum 11 at Section E.1.e, 'net collection rate' is re-stated as "receipts/gross amount billed minus contractual adjustments." (Emphasis supplied). (Id.)
18. As will be explained in the Conclusions of Law section, the two requirements are mandatory and the basis upon which a proposer will be deemed qualified or unqualified.
19. The evidence demonstrates that the documentation submitted by Billing Associates to the County with its bid response does not meet this mandatory requirement.
20. The evidence also established that subsequent to the bid submission, the County requested information on the identity of these third party clients in order to request that they verify the claims made by bidder, and requested additional documentation to establish compliance with the "net collection

rate” requirement, thereby providing a second opportunity to comply with the minimum requirements.

21. On August 25, 2004, the County sent out a memo to all bidders entitled “Request for additional information.” The memo specifically requested:

In accordance with Section 3.0, sub-section C, paragraph 5, page 27 of the original solicitation and sub-sequent [sic] Addendum No. 11, Item III, dated July 30, 2004, we are hereby requesting detailed documentation listing clients' names, number of transports per client, amounts billed and amounts collected per client, covering a period of a minimum of 12 consecutive months, including records through May 2004. Vendors must also provide detailed contact information including company name, address, telephone and fax numbers, contact name and e-mail address for each client in order to verify the information provided to the County.

We must receive the information requested no later than August 31, 2004. Failure to produce the documents mentioned may render your bid non-responsive. (See Exhibit 15)

22. As explained by Mirtha Lopez-Cardosa’s testimony, this was intended to provide “independent” verification of the bidder’s statement that it met this requirement.
23. The evidence shows that Billing Associates provided the County with seven references in order to prove that it is currently billing at least 50,000 original medical related accounts per year. Those references, the number of annual transports, and the amounts charged and collected are as follows:

### Billing Associates' References

Entity	No. of Transports	Charges	Payments
Whiteford Vol. Fire Dept.	324	\$107,892	\$71,060
Univ. of MD Med Ctr	2,579	\$1,683,415	\$1,527,982
TransCare Maryland	41,648	\$9,978,118	\$8,569,983
TransCare New York	408,851	\$60,521,721	\$50,492,309
Transcare Pennsylvania	78,714	\$12,034,103	\$10,911,001
TC Ambulance Corp	100,392	\$24,737,686	\$21,451,202
Main Line Health	<u>25,000</u>	<u>\$1,450,000</u>	<u>\$1,200,000</u>
<b>Total</b>	<b>657,508</b>	<b>110,512,935</b>	<b>94,223,537</b>

24. The evidence illustrates that most of the references of Billing Associates demonstrated compelling proof of inter-corporate relationships.
25. ADP responded to the request in a timely manner and provided a detailed response, which included client contact information, and data through September 2004 in accord with the ITB, as well as data through May 2004, in accordance with the August 25<sup>th</sup> letter. (See Exhibit 14)
26. ADP's response specifically listed the total number of transports per client, gross charges, contractual adjustments, and net charges. Two columns of computed figures were also included. The first was average receipts per transports, which was computed by dividing the amount of receipts by the number of transports. The second was the percent of net, which was derived at by utilizing the County's definitions and formula contained in Addendum 11.
27. Billing Associates only provided the number of transports, a category called charges, then payments. (See Exhibit 16)

28. Billing Associates failed to provide the information required by the ITB including 'contractual adjustments' that would permit the County to compute the net collection rate.
29. The testimony of Mirtha Lopez-Cardosa and Andrew Kremer confirmed that the term "net collection rate" has a definite meaning under the ITB.
30. The evidence shows that ADP provided all data requested to calculate the 'net collection rate' and Billing Associates did not.

#### **Factual Findings as to Ground 5 of ADP's Protest**

31. The evidence shows that on February 17, 2004, the County Manager affirmatively represented to the County Commission that the Living Wage Provisions applied. (See Exhibit 28)
32. In Section One of the ITB, titled "General Terms and Condition [sic]" the reader is informed that in order to be awarded this contract it is required to fill out a vendor registration application and that "in becoming a registered vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following: ... 16. Living Wage – pursuant to Section 2-8.9 of the County Code."
33. Subsection 1.2 (g) of the general conditions of the ITB states that "where there appears to be a conflict between the general terms and conditions, special conditions, the technical specifications, the bid submittal section, or the 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.” The Cover Page of the ITB is not mentioned.

34. Subsection 1.5 of the general conditions of the ITB states at part (j) that “award of this bid may be predicated on compliance and submittal of all required documents as stipulated in the bid solicitation.”
35. The evidence established that the documents contained in the Appendix, including the Living Wage Affidavit were ‘required documents’ that must be executed prior to award.
36. Subsection 2.6 of the special conditions of the ITB titled “Method of Award” states that, “award of this contract will be made to the lowest responsive, responsible bidder. To be considered for award, the bidder will comply with all requirements.”
37. Section 3.1 (b) of the technical specifications of the ITB states that “ALL BIDDERS ARE REQUIRED TO MEET ALL REQUIREMENTS CONTAINED WITHIN THIS DOCUMENT. IF AT ANY TIME A BIDDER DOES NOT MEET A REQUIREMENT/S, THEY WILL BE CONSIDERED NONRESPONSIVE/NON-COMPLIANT. (Emphasis supplied)
38. After submission, Ms. Mirta Lopez-Cardoso, the County’s professional contract administrator for this bid, sent an e-mail to Billing Associates dated September 15, 2004 (See Exhibit 31) wherein she requested the

recommended bidder to execute certain documents, including the Living Wage Affidavit. The subject of that e-mail is “Vendor Registration and Affidavits Required for Bid #7578-34/10-OTR” (Emphasis added) The e-mail is addressed to Amit Malik, of Billing Associates and states as follows:

Based on the low bid proposal your company submitted for the above solicitation as well as further evaluation we are moving forward with the recommendation to award the contract to your company. Please complete the vendor registration process as well as the attached affidavits so we can proceed with the award process. (Emphasis added).

Mr. Malik responded by e-mail as follows: “Thank you very much. We will complete the requirements as soon as possible.” (Emphasis added) Among the “affidavits required,” Ms. Lopez-Cardoso sent, and Billing Associates executed, the Living Wage Affidavit. (See Exhibit 17).

39. The previous two recommendations were protested by ADP on several grounds -- one of those grounds for protest centered on the fact that the proposed bidder could not possibly meet the provisions of the Living Wage Ordinance since it had declared its intent to outsource the bulk of the labor to India, where the minimum wage is approximately \$48 per month. (See subsection B, *infra*)
40. In the December 13, 2004 recommendation, the County asserts that its statement in the previous recommendations to the effect that the Living Wage Ordinance applied was a “scrivener’s error” and states that “this

recommendation corrects that fact that the services to be provided are NOT a 'covered service'" under the Living Wage Ordinance as indicated in the solicitation document. (Exhibit 29)

41. The evidence shows that the County's "new" interpretation of its own Living Wage Ordinance is not supported by the plain language of the Ordinance, the documents contained in the bid document, the representations made by the County Manager to the County Commission in a public hearing, and the methodology set forth in the interpretation of the bid documents.
42. Assuming that the County did not intend for the Living Wage Ordinance to apply, the evidence shows that the County's representations made to the County Commission and the public in an open meeting on the applicability of the Living Wage Provisions, as well as a fair reading of the bid solicitation documents and the County's own Code, would lead to the reasonable conclusion that the Living Wage Ordinance is applicable to the solicitation.
43. The testimony of Doug Shamon established that because this is a service contract, one of the most significant items of cost is the "labor load" associated with performance of the contract.
44. The testimony of Doug Shamon confirms that ADP reasonably relied to its detriment on the County's public pronouncements, the instruction contained in the Special Terms and Conditions as well as the technical specification and the plain wording of the Living Wage Ordinance of the

Code, and factored a labor cost in conformance with the Living Wage Ordinance.

45. The evidence shows that County's change in position -- now claiming that the Ordinance does not apply -- has harmed ADP and impaired its ability to fairly compete on this bid.
46. The evidence shows that contracts awarded pursuant to the provisions of the Ordinance stipulate that by submitting a bid pursuant to the specifications, a bidder agrees that it, as well as its subcontractors, will comply with the provisions of Ordinance 99-44.
47. Underpayment by a service contractor or subcontractor to the stipulated wages constitutes a wage violation under the provisions of Ordinance 99-44 and a breach of the agreement.
48. The evidence shows that in its bid submission, Billing Associates indicated that it intends to outsource to Tecnova, a subcontractor based in India, to perform a significant part of the services.
49. The evidence shows that outsourcing to India brings about substantial savings to Billing Associates as it is a relatively low-wage nation. (See Exhibit 18.)
50. The evidence also shows that workers in India are assigned to below poverty wages. (See Exhibit 20.)
51. ADP has argued, and the County has not refuted, that the County has no way to ensure that the employees of Tecnova will be paid a living wage or that the provisions of the Living Wage Ordinance will be respected.

**Factual Findings as to Count 12 of ADP's Protest**

52. The evidence shows that authorization to advertise and solicit these services was void *ab initio* for failure to follow the County's process and disclosure requirements
53. ADP presented un rebutted evidence that the County's specification contained a sole source solicitation in derogation of County mandatory procedures.
54. The evidence shows that it is the policy of the County Commission to authorize solicitations to procure goods and services before they are advertised.
55. On February 17, 2004, as part of an "Omnibus" Resolution (R-239-04) requested by the Department of Procurement Management (DPM), the County Commission authorized the advertisement the instant ITB. (See Exhibit 28)
56. The evidence shows, and the testimony of Mirtha Lopez-Cardosa, Andrew Kremer, and Doug Shamon confirmed, that the County Manager's recommendation – which essentially briefs the Commission and informs the public on the background and relevant facts of a given resolution and suggests a course of action (in this case, an authorization

to advertise) – failed to identify that the solicitation actually contained a multi-million dollar sole source procurement. (Id.)

57. The evidence shows that the County has an established process for engaging in sole source procurements.
58. AO 3-38 entitled “Master Procurement Administrative Order” governs the County’s processes for the purchase of goods and services including professional services. As stated in the “Scope” section, this AO:

**[E]stablishes the roles and responsibilities of the Department of Procurement Management (DPM), methods of purchasing goods and services, and the authority to award contracts. (Emphasis added)**

The “Delegation of Authority” section, the AO warns:

**No person may make any purchase with County funds unless specifically authorized to do so by County Code, administrative order, or designation by the Board of County Commissioners or the County Manager.**

59. AO 3-38 also has provisions which govern sole source procurements.

Specifically, the AO explains:

**When the DPM Director, or designee, is satisfied that there is only one source of supply or determines that a noncompetitive situation exists for the required goods and services, full and open competition may be waived by the DPM Director. When the expenditure exceeds \$100,000, the DPM Director shall prepare a recommendation for the County Manager. The County Manager shall consider and may present the recommendation to the Board of County Commissioners for award. (Emphasis added)**

When a County department recommends to DPM the use of other than full and open competition, the appropriate justification for that recommendation must be submitted to the NCA Unit for evaluation and analysis. Using the appropriate Justification/Input Document, the user department shall, as a minimum, indicate the purpose of the acquisition, the uniqueness of the item or service, the reason waiver of the competitive process is in the County's best interest, the market research that has been performed, and the actions proposed to enhance competition in future acquisitions. (Emphasis added)

60. As the evidence shows, AO 3-38 requires County staff to engage in very specific research and due diligence in order to procure on a sole source basis. It also requires the requesting department, the Department of Procurement Management, and the Manager to put their recommendations and/or justifications in writing, so that the Commission and the public can evaluate the merits of procuring in a non-competitive manner.
61. Although the County staff deleted the sole source portion of this bid months after the approval to advertise (only after ADP filed two (2) letters objecting to these provisions), the solicitation is not instantly rehabilitated.
62. As the evidence shows, in order to comply with the County's advertisement and procurement procedures, in order to cure this fatal flaw, the County staff would have had to seek new authorization to solicit from the BCC.

## CONCLUSIONS OF LAW

### Applicable Legal Principles

#### *Standing*

The bidder protesting an award of a public contract has the burden to establish valid grounds for invalidating the award. *State Department of the Lottery v. G. Tech Corp.*, 816 So. 2d 648 (1<sup>st</sup> DCA 2001).

ADP is a responsible, responsive proposer to the ITB (See Score sheet at Exhibit

4) ADP was rated the second highest proposer. The total amounts bid were as follows:

a. Billing Associates:	\$323,636.40
b. ADP:	\$396,000.00
c. PST Services, Inc.	\$445,699.44
d. Accordis	\$489,624.30
e. ADP –Alternate bid:	\$520,315.20

As a responsible and responsive participant in this ITB process, ADP has a “substantial interest” in the decision to award the contract. Therefore, as the second highest ranked bidder, ADP has properly asserted and plead legal standing to contest the award. See *Preston Carroll Company, Inc. v. Florida Keys Aqueduct Authority*, 400 So.2d 524 (Fla. 3<sup>rd</sup> DCA 1981); *Couch Construction Company, Inc. v. Department of*

*Transportation*, 361 So.2d 184 (Fla. 1<sup>st</sup> DCA 1978); *Jets Services Inc. v. Hoffman*, 420 F.Supp. 1300 (M.D. Fla. 1976); *Greenhot Construction Company v. Henry A. Knott, Inc.*, 247 So.2d 517 (Fla. 1<sup>st</sup> DCA 1971). Additionally, as noted in the Procedural Findings, ADP filed timely objections to the bid specifications. Therefore, under A.O. 3-21, ADP also preserved the right to protest based on its objections made to the deficiencies related to the specifications and the procurement process.

***Responsiveness and Responsibility (Legal Ground #3)***

Responsiveness is a legally defined standard. In *Intercontinental Properties v. Department of HRS*, 606 So.2d 380 (Fla. 3d DCA 1992), the Third DCA defined a responsive bid as “A bid that is submitted on the correct forms, and contains all required information, signatures, and notarizations.” The bid document in this case required a bidder to meet a minimum threshold qualification. It also required production of evidence which showed that the bidder met the minimum standard. Basically, as a minimum requirement, a bidder had to demonstrate that it is currently billing at least fifty thousand original medical related accounts per year. Further, the bidder is required to provide documentation that they currently collect at a net collection rate of at least 65% of the original billed medical related accounts.

As set forth in the Factual Findings as to Ground 3 of ADP’s Protest, Billing Associates failed to demonstrate that it met the mandatory requirement of the public bid document after being provided several opportunities to comply, thereby rendering it nonresponsive. A decision to toss out or ignore a mandatory requirement of a public bid document is the very definition of arbitrariness and caprice. See *Robinson Electrical Company, Inc. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982); *City of Opa*

*Locka v. Trustees of the Plumbing Industry Promotion Fund*, 193 So. 2d 29, 32 (Fla. 3d DCA 1966). The County's findings of responsiveness which was not based on evidence (in the form of required documentation) but on the "assumption" that the bidder complied, is arbitrary and capricious.

***Detrimental Reliance on Living Wage Ordinance (Legal Ground #5)***

It is well established by Florida courts that the usual rules of statutory interpretation apply equally to municipal Ordinance and resolutions. See *Great Outdoor Trading Inc. v. City High Springs*, 550 So. 2d 483 (Fla. 1st DCA 1989); *Rinker v. City of North Miami*, 286 So. 2d 552 (Fla. 1973). For the purposes of statutory construction, statutes, municipal Ordinance, and resolutions must be given their plain and obvious meaning, it must be assumed that the legislative body knew the plain and ordinary meaning of the words. See *Powell v. State*, 508 So. 2d, 1307, 1310 (Fla. 1st DCA 1987) (Absent an explicit statement of legislative intent to the contrary, the words in a statute must be given their plain meaning.)

This construction means not only that the courts will hold a governmental agency to an exacting application of its own policies, rules, regulations, and representations, but also that the rules and regulations therein are considered to be a condition precedent to the letting of a public contract. Bidders of public contracts are instructed to rely exclusively on the written representations made by the procuring government agency when responding to solicitations for goods and services. See generally, *Robinson Electric Company, Inc. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982); *City of Opa*

*Locka v. Trustees of the Plumbing Industry Promotion Fund*, 193 So. 2d 29, 32 (Fla. 3d DCA 1966).

Therefore, as stated *supra*, the totality of the bid documents and the public pronouncements made by the Manager clearly demonstrates that the Living Wage Ordinance was intended to apply to this agreement. Furthermore, as set forth in the Factual Findings as to Ground 5 of ADP's Protest, the Living Wage Ordinance applied to the ITB, and ADP detrimentally relied on this representation and submitted a bid that insured compliance with the Ordinance. To award Billing Associates the contract notwithstanding its inability to comply with the Living Wage Ordinance (based on the representations made in its bid) is arbitrary and capricious. Likewise, assuming that the Living Wage provision was not applicable, as was belatedly asserted by the County, the facts demonstrate that ADP reasonably relied on the County's affirmative statements of applicability, thereby putting its bid at a competitive disadvantage.

***Violation of County Process (Legal Ground #12)***

County Administrative Order (AO) 3-38, entitled "Master Procurement Administrative Order", governs the County's processes for the purchase of goods and services including professional services.

This process requires that when the solicitation is a sole source procurement, County staff to engage in very specific research and due diligence in order to procure on a sole source basis. It also requires the requesting department, DPM, and the Manager to put their recommendations and/or justifications in writing, so that the Commission and

the public can evaluate the merits of procuring in a non-competitive manner. The County's failure to follow its own procedures rendered the solicitation void *ab initio*.

The County has an established process for engaging in sole source procurements. As set forth in Factual Findings as to Ground 12 of ADP's Protest, County staff's failure to follow mandatory procurement policies, and its failure to inform the Commission of the true nature of the solicitation of EMS Billing and Collection Services presented to it, further makes the BCC's authorization to advertise the instant solicitation void *ab initio*.

### **RECOMMENDATIONS OF HEARING EXAMINER**

For the reasons set forth above, the Hearing Examiner does not concur in the County Manager's recommendation of the award to Billing Associates of ITB NO. 7578-3/10 OYR – Contract for Medical Transport Billing and Collection Services for Three (3) Years With a Three Year Option to Renew.

This report of Findings and Recommendations of Hearing Examiner is being filed with the Clerk of the Board on January 27, 2005, with directions to furnish a copy to Advanced Data Processing, Inc., the County Attorney's office, and to all participants in the competitive process.

  
EDWARD S. KLEIN  
Hearing Examiner

**SECTION #3**  
**CONTRACT MODIFICATIONS**

**3.1**

**BID NUMBER:** 4227-2/07

Title: Portable Generators Purchase, Repairs and Original Equipment Manufacturer (OEM) Parts, Prequalification of Vendors

<u>Department(s):</u>	<u>Existing Allocation(s):</u>	<u>Additional Allocation(s):</u>	<u>Modified Allocation(s):</u>
Aviation	\$178,170.00	\$ -0-	\$178,170.00
DERM	\$ 3,000.00	\$ -0-	\$ 3,000.00
Fire	\$150,000.00	\$ -0-	\$150,000.00
GSA	\$215,000.00	\$ -0-	\$215,000.00
Library	\$ 5,000.00	\$ -0-	\$ 5,000.00
MDHA	\$ 20,000.00	\$ -0-	\$ 20,000.00
MDT	\$ 95,000.00	\$ -0-	\$ 95,000.00
Park & Recreation	\$ 90,000.00	\$ -0-	\$ 90,000.00
Public Works	\$ 50,000.00	\$ -0-	\$ 50,000.00
Seaport	\$223,000.00	\$27,000.00	\$250,000.00
WASD	\$626,250.00	\$ -0-	\$626,250.00

Existing Vendor(s): Adams Electrical Service, Inc.; All Power Generators Corp.; Bob Mitchell Associates, Inc.; Condo Electric Motor Repair, Inc.; Cummins Southeastern Power, Inc.; Hydraulic Technician, Inc.; Pantropic Power Products, Inc.; Technical Trading Corp.; W.W. Grainger d/b/a Grainger

UAP: The contract does not include the 2% User Access Fee since it was opened prior to October 1, 2003. The User Access Fee will be applied to any option-to-renew which is exercised.

Type of Change: Additional spending authority

Existing Allocation: \$1,655,420.00

Increase By: \$ 27,000.00

Modified Allocation: \$1,682,420.00

Current Expiration: November 30, 2006

Modified Expiration: Same

Reason for Change: Authorization is requested for additional spending authority to allow the Seaport Department to continue to access the existing County contract for the purchase of portable generators, repair services and new original equipment manufacturer (OEM) parts.

The Seaport uses this contract mainly for repair services. However, the Seaport needs to acquire two generators due to the delivery of several cranes that were added subsequent to the contract award. In addition, there has been a considerable increase in the need for generator repairs services due to new projects, on-going construction and expansion of facilities. As a result, it is anticipated that the existing allocation will be exhausted before the end of the current contract term, November 30, 2006.

This contract established a pool of pre-qualified vendors and allows the County to continue to obtain competitive "spot market" prices. When a purchase or work order is identified, the user department solicits price quotations from all of the pre-qualified vendors. Award is made to the low responsive, responsible bidder.

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3.2

**BID NUMBER:** 6811-0/06

Title: Truck Tractors

<u>Department(s):</u>	<u>Existing Allocation(s):</u>	<u>Additional Allocation(s):</u>	<u>Modified Allocation(s):</u>
GSA	\$ 88,051.00	\$ -0-	\$ 88,051.00
Park & Recreation	\$ 84,462.00	\$ -0-	\$ 84,462.00
Solid Waste Mgmt.	\$3,422,173.00	\$1,871,579.80	\$5,293,752.80
WASD	\$ 426,485.00	\$ -0-	\$ 426,485.00

Unallocated Funds: \$ -0- \$ -0- \$ -0-

Existing Vendor(s): Atlantic Ford Truck Sales, Inc. d/b/a Atlantic Truck Center

UAP: Although the contract was awarded before the User Access Fee (UAP) came into effect, the 2% User Access Fee applies to this modification. The UAP was added to the contract through negotiations which addressed a contractually-stipulated Producer Price Index (PPI) price adjustment.

Type of Change: Additional spending authority

Existing Allocation: \$4,021,171.00

Increase By: \$1,871,579.80

Modified Allocation: \$5,892,750.80

Current Expiration: October 31, 2006

Modified Expiration: Same

Reason for Change: Authorization is requested for additional spending authority to allow the Department of Solid Waste Management (SWM) to purchase twenty special purpose truck tractors under an existing County contract that was competitively bid and awarded in 2001 for a five-year period with no options to renew. These vehicles perform their off-loading function within the County's landfill sites. This operational environment requires vehicles that meet a very stringent level of build quality to ensure the required level of vehicle

reliability and availability is realized. The vehicles provided under this contract are therefore classified as "special purpose" vehicles.

This request falls within the scope of the originally awarded contract, and complies with the stated intent of that contract. The specifications for vehicles to be provided under this request have been updated to the latest emission standards. The original contract stated that the contract would be used to purchase all truck tractors to be ordered during the full term of the contract. The original award contained a funding allocation sufficient to support the initial order quantity of 27 units. Further requests are not anticipated as the order quantity associated with the current request cover SWM's needs through 2008.

The purchase of these truck tractors will allow the department to reduce the average age of its existing fleet. A substantial savings will be realized by avoiding excessive and costly repairs to vehicles that have aged beyond their useful life.

Although this additional purchase is clearly within the scope of the original contract, the Department of Procurement Management (DPM) conducted market research to identify alternate supply and pricing, to determine whether it is in the County's best interest to continue to utilize this contract or to competitively bid this acquisition separately. The research results indicated that a new bid would result in a significantly higher unit prices than those available under the existing County contract. The two major factors supporting these findings are that the existing contract's unit prices are based on much larger quantities than those now included in this modification. The pricing under the existing contract is based on very competitive 2001 pricing.

The acquisition of these truck tractors is consistent with SWM's 10 Year "Heavy Equipment Replacement Plan" for Fiscal Year 2004-2005.

**SECTION # 4**  
**PURCHASES MADE UNDER COMPETITIVELY AWARDED CONTRACTS OF**  
**OTHER GOVERNMENTAL ENTITIES**

**4.1**

**BID NUMBER:** 863-000-03-1

Government Agency: State of Florida

Title: Tires and Tubes

Description: To authorize access to the competitively awarded State of Florida tires and tubes pool contract.

<u>Department(s):</u>	<u>Allocation(s):</u>
Aviation	\$ 108,000.00
Fire	\$ 200,000.00
GSA	\$1,485,000.00
MDT	\$ 90,000.00
Park & Recreation	\$ 110,000.00
Public Works	\$ 800.00
Seaport	\$ 6,000.00
Vizcaya Museum & Gardens	\$ 1,000.00
WASD	\$ 800,000.00
	\$2,800,800.00

Term of Contract: Nine months (June 1, 2005 through February 28, 2006)

Option(s) to Renew: None

Local Preference Will apply to individual solicitations issued by the user departments in accordance with the applicable Ordinance.

UAP: The contract includes the 2% User Access Fee.

Living Wage: Not applicable. No services are contemplated.

Vendor(s): Airport Tire Company, Inc.; Central Tire Corp.; Earl W. Colvard, Inc. d/b/a Boulevard Tire Center; KM Pedersen Enterprises, Inc. d/b/a Homestead Tire & Auto Service Center; Liberty Tire & Rubber, Inc.; Martino Tire Company; Miami Tiresoles, Inc.; Wingfoot Commercial Tire Systems LLC d/b/a Wingfoot Commercial Tire & Service Centers

Estimated Value of  
Contract:

\$2,800,800.00

Comments:

Authorization is requested to access this competitively awarded State of Florida contract on tires and tubes pool to meet the County's needs for the scheduled contract term through February 28, 2006.

In 2002 and 2003, the County issued two competitive solicitations to award a replacement contract to the State of Florida issued contract for the purchase of tire and tubes. Those two solicitations revealed that the bid prices submitted to the County were **higher** than the prices available under the State of Florida contract. As a result, the County rejected the responses submitted on those two solicitations. The Board approved the continued use of the State's competitively awarded pool contact from January 1, 2003 through February 28, 2005.

The State of Florida did not release the renewal of the tires and tubes contract until March 1, 2005. This did not allow for sufficient time for the Board to consider and approve accessing the State's renewal. As an interim measure, in order to meet the department's needs and prevent disruption in operations, staff issued a three-month temporary emergency bridge contract from March 1, 2005 through May 31, 2005. This allowed time until the State released its renewal and the Board approved access to the renewal. The emergency contract is listed under sub-item 4.7 of the Waiver of Formal Bid Procedures agenda package of this date.

The State of Florida contract lists seven groups of various types of tires and tubes, and awards up to three manufacturers for each type based on discounts offered from the manufacturer's price list. The contract also pre-qualifies manufacturers and their dealers to compete on "spot market" quotes, thus enhancing competition and enabling the County to obtain the lowest prices available in the market.

The Department of Procurement Management has created a **roadmap** to guide user departments on the proper use of this State of Florida contract. The **roadmap** instructs user departments that, prior to issuing work orders less than \$2,500, departments must review pricing offered by the State contract to insure the items are being purchased at the most competitive price possible.

For orders over \$2,500, the roadmap will instruct the users to obtain quotes from at least one authorized dealer for each of the awarded manufacturers. If less than three manufacturers are represented in a group, then quotes must be sought from as many authorized dealers of each manufacturer listed in the group in order to obtain three quotes.

Currently there are 83 Miami-Dade and 86 Broward vendors awarded on the State of Florida. Eight of these are incumbent vendors. Two of the eight incumbent vendors have met all of the County's administrative and legislative requirements including acceptance of the 2% User Access Fee.

Award to Airport Tire Company, Inc.; Earl W. Colvard d/b/a Boulevard Tire Center Martino Tire Company Miami Tiresoles, Inc. is contingent upon the acceptance of the 2% User Access Fee; award to Central Tire Corporation is contingent upon satisfactory submission of the Affirmative Action Plan, and award to Wingfoot Commercial Tire Systems LLC d/b/a Wingfoot Commercial Tire & Service Centers is contingent upon satisfactory submission of the Affirmative Action Plan the County's administrative and legislative requirements.

The Department of Procurement Management is contacting the remaining vendors not currently registered with the County, or who have not yet met the County's other administrative and legislative requirements, such as acceptance of the UAP and filing of affidavits, to encourage their participation and thus enhance competition.

Authorization is requested to add vendors awarded by the State of Florida once they meet the County's administrative and legislative requirements, and/accept the acceptance of the 2% User Access Fee.

It is also requested that the Board grant authority to allow the County to execute contract renewals and/or extensions exercised by the State of Florida. The allocated funds will be prorated based on the current contract allocation according to the period the contract is renewed and/or extended by the State of Florida.

Proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for part of the costs of this contract for Miami-Dade Transit and Public Works only.

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**SECTION # 5**  
**REQUESTS FOR APPROVAL TO ADVERTISE AND AWARD THE FORMATION OF**  
**CONTRACT POOLS OF PRE-QUALIFIED VENDORS**

None

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**SECTION # 6**  
**REQUESTS FOR AUTHORITY TO EXERCISE "OPTION-TO-RENEW'S" (OTR's)**  
**UNDER EXISTING CONTRACTS THAT WOULD BRING THE CUMULATIVE**  
**CONTRACT VALUE TO MORE THAN \$1 MILLION**

**6.1**

**BID NUMBER:** 1001-4/09

Title: Hauling of Bulk Materials, Prequalification of Vendors

Department(s): GSA; Park & Recreation; Seaport

Initial Contract Term and  
Estimated Usage: One year \$325,000.00

Option(s) to Renew and  
Estimated Usage: Four, one year options-to-renew \$325,000.00 per year  
(total possible: \$1,625,000.00)

Local Preference: Applied in accordance with the applicable Ordinance.

UAP: The contract includes the 2% User Access Fee.

Living Wage: The services to be provided are covered under the ordinance. The Living Wage is included in the specifications.

Vendor(s): Austin Tupler Trucking, Inc.; Ecotech Environmental Contractors, Inc.; Elijah Brinson d/b/a Brinson Hauling; Fountain Engineering, Inc.; Hypertec Environmental, Inc.; Jones Motors of Miami, Inc.; Weed A Way, Inc.

Award Date Under  
Manager's Delegated  
Authority: September 10, 2004

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6.2

**BID NUMBER:**

2365-4/09

Title: Food Catering Services

Department(s): CAA

Initial Contract Term and  
Estimated Usage: One year \$831,000.00

Option(s) to Renew and  
Estimated Usage: Four, one year options-to-renew \$831,000.00 per year  
(total possible: \$4,155,000.00)

Local Preference: Applied in accordance with the applicable Ordinance.

UAP: No. Federally funded.

Living Wage: Not applicable

Vendor(s): IJK Corporation d/b/a Tropics

Award Date Under  
Manager's Delegated  
Authority: September 24, 2004

Comments: This award was rescinded because of the bidder's failure to comply with insurance and bond requirements. A new award has been made to the second low bidder, Construction Catering. The new award will be presented to the Board at its meeting in June 2005.

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**6.3**

**BID NUMBER:**

4401-4/08

Title:

Allison Helicopter, Gas Turbine Engines and Parts

Department(s):

MDPD

Initial Contract Term and  
Estimated Usage:

One year

\$400,000.00

Option(s) to Renew and  
Estimated Usage:

Four, one year options-to-renew

\$400,000.00 per year

(total possible: \$2,000,000.00)

Local Preference:

Applied in accordance with the applicable Ordinance.

UAP:

The contract includes the 2% User Access Fee.

Living Wage:

Not applicable

Vendor(s):

Keystone Helicopter Corporation

Award Date Under  
Manager's Delegated  
Authority:

March 22, 2004

6.4

**BID NUMBER:**

7562-2/07

Title:

Puradyne Filters and Filtration Components

Department(s):

GSA

Initial Contract Term and  
Estimated Usage:

One year

\$650,000.00

Option(s) to Renew and  
Estimated Usage:

Two, one year options-to-renew

\$650,000.00 per year  
(total possible: \$1,950,000.00)

Local Preference:

Applied in accordance with the applicable Ordinance.

UAP:

The contract includes the 2% User Access Fee.

Living Wage:

Not applicable

Vendor(s):

Atlantic Ford Truck Sales, Inc.; Hydraulics Sales & Service, Inc.

Award Date Under  
Manager's Delegated  
Authority:

April 29, 2004

6.5

**BID NUMBER:**

7564-4/09

Title:

Facsimile Equipment Maintenance Services

Department(s):

Attorney's Office; Aviation; CAA; Capital Improvement; CED; Clerk of Courts; Commission on Ethics; Communications; ETSD; Corrections & Rehab.; County Manager's Office; Cultural Affairs; DERM; DPM; E-Gov; Employee Relations; Finance; Fire; Human Services; Library; OSBM; MDHA; MDPD; Medical Examiner; MMAP; Park & Rec.; Planning & Zoning; Property Appraisal; Seaport; Team Metro, Vizcaya; WASD

Initial Contract Term and  
Estimated Usage:

One year \$399,852.00

Option(s) to Renew and  
Estimated Usage:

Four, one year options-to-renew \$399,852.00 per year  
(total possible: \$1,999,260.00)

Local Preference:

Applied in accordance with the applicable Ordinance.

UAP:

The contract includes the 2% User Access Fee.

Living Wage:

The services to be provided are a covered service under the ordinance. The Living Wage is included in the specifications.

Vendor(s):

BLM Technologies, Inc. d/b/a BLM Technologies Government

Award Date Under  
Manager's Delegated  
Authority:

June 18, 2004

6.6

**BID NUMBER:**

7594-3/08

Title:

Mobile Fuel Delivery Service

Department(s):

Solid Waste Mgmt.

Initial Contract Term and  
Estimated Usage:

One year

\$400,000.00

Option(s) to Renew and  
Estimated Usage:

Three, one year options-to-renew

\$400,000.00 per year  
(total possible: \$1,600,000.00)

Local Preference:

Applied in accordance with the applicable Ordinance.

UAP:

The contract includes the 2% User Access Fee.

Living Wage:

Not applicable

Vendor(s):

MacMillan Oil Company of Florida, Inc.; Osher Oil Corporation d/b/a  
Costa Oil Co.

Award Date Under  
Manager's Delegated  
Authority:

June 18, 2004

6.7

**BID NUMBER:**

7602-4/09

Title:

Medical and Welding Gases and Liquid Oxygen

Department(s):

Aviation; Corrections & Rehab.; DERM; Fire; GSA; Human Services; MDHA; MDPD; MDT; Medical Examiner; Park & Rec.; Public Works; Seaport; Solid Waste Mgmt; WASD

Initial Contract Term and  
Estimated Usage:

One year \$360,925.00

Option(s) to Renew and  
Estimated Usage:

Four, one year options-to-renew \$360,925.00 per year  
(total possible: \$1,804,625.00)

Local Preference:

Applied in accordance with the applicable Ordinance.

UAP:

The contract includes the 2% User Access Fee.

Living Wage:

The services to be provided are covered under the ordinance. The Living Wage is included in the specifications.

Vendor(s):

Praxair Distribution Southeast, LLC

Comments:

Proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this contract for Miami-Dade Transit and Public Works only.

Award Date Under  
Manager's Delegated  
Authority:

June 8, 2004

**6.8**

**BID NUMBER:**

7636-4/09

**Title:**

Air Compressors, Pumps, Parts and Accessories, Prequalification of Vendors

**Department(s):**

WASD

**Initial Contract Term and Estimated Usage:**

One year \$250,000.00

**Option(s) to Renew and Estimated Usage:**

Four, one year options-to-renew \$250,000.00 per year  
(total possible: \$1,250,000.00)

**Local Preference:**

Applied in accordance with the applicable Ordinance.

**UAP:**

The contract includes the 2% User Access Fee.

**Living Wage:**

Not applicable

**Vendor(s):**

Arle Compressor Systems Corp.; Comp-Air Service, Co.; Ingersoll Rand Air Compressor Group; Power Depot, Inc.; Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.; WW Grainger, Inc. d/b/a Grainger

**Award Date Under Manager's Delegated Authority:**

August 17, 2004