

Memorandum



Date: September 18, 2012
To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
From: Carlos A. Gimenez
Mayor 
Subject: Recommendation to Award: Hybrid Garbage Trucks

Agenda Item No. 14(A)(2)

Resolution No. R-749-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of contract 9656-0/13 Hybrid Garbage Trucks to General GMC Truck Sales, Inc. and Palmetto Ford Truck Sales, Inc. to purchase 29 hybrid garbage trucks for the Public Works and Waste Management Department (PWWM). This purchase will supplement PWWM's existing fleet and replace conventional garbage trucks that have exceeded their useful life.

The County Mayor is authorized to waive the veto period in order to effectuate this Resolution by approving and filing this Resolution with the Clerk of the Board. This is necessary because on August 21, 2012, Miami-Dade County received a letter from Autocar Truck (attached), the manufacturer of the Parker Runwise vehicles, stating that the final order date for the 2010 emission engines is October 1, 2012. Therefore, it is also respectfully requested that this item be added to the September 18, 2012 Board meeting agenda.

Scope

The impact of this item is countywide in nature.

Fiscal Impact and Funding Source

The fiscal impact for the total one year term is \$11,545,000. These funds are budgeted from PWWM's proprietary funds; however, this project is also funded, in part, by an Environmental Protection Agency (EPA) grant in the amount of \$1,500,000 that includes federal restrictions.

Track Record/Monitor

PWWM is the user department, and Olga Espinosa-Anderson is the contract manager. Andrew Zawoyski of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions, in accordance with the terms and conditions of the contract.

Vendors Recommended for Award

An Invitation to Bid was issued under full and open competition on June 15, 2012. The firm recommended for Group B is as a result of a best and final offer process for which bids were due on August 24, 2012. Award was to the responsive and responsible bidder offering the lowest aggregate price, per group. Group A is for the purchase of vehicles using the EPA federal grant, and Group B is for the purchase of vehicles using PWWM's proprietary funds.

| Awardee(s) | Address | Principal | Award |
|---------------------------------|---|-----------------|---------|
| General GMC Truck Sales, Inc. | 360 South Military Trail West Palm Beach, FL | Leonard DeSanti | Group A |
| Palmetto Ford Truck Sales, Inc. | 7245 NW 36 St Miami, FL | Robert Yglesias | Group B |

Neither of the firms are Small Business Enterprises

Vendors Not Recommended for Award

| Proposer(s) | Reason for Not Recommending |
|----------------------|--|
| Nextran Truck Center | Deemed non-responsive by the County Attorney's Office for late bid submission.* |
| Palm Peterbilt | Deemed non-responsive by the County Attorney's Office for not submitting pricing for the specific vehicle required in the solicitation.* |

*CAO opinions are attached.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases, where permitted by funding source.
- The Small Business Enterprise Set Aside and Local Preference were applied in accordance with the Ordinance, in accordance with funding source.
- The Living Wage Ordinance does not apply.

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and review of performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Background

Four bids were received in response to the solicitation. One of the bid submissions (Nextran Truck Center) arrived one day late and was deemed non-responsive by the County Attorney's Office. Another bid (Palm Peterbilt) was submitted for a Truck that is not an Autocar/Parker-Hannifin automated refuse collection packer as required. As a result, this submittal was also deemed non-responsive by the County Attorney's Office. The legal opinions regarding these bids are attached.

Only Group B, which is for purchases using non-Federal funds, permitted the application of local provisions, i.e. the User Access Program, Inspector General Fee, Small Business Enterprise and Local Preference. General GMC Truck Sales (General GMC) submitted the lowest bid for Group A (without local provisions) and is recommended for award of that group. General GMC, a non-local vendor, also submitted the lowest bid for Group B (with local provisions); however, the second low bid, submitted by Palmetto Ford Truck, a local vendor, was within 10 percent of the bid submitted by the non-local vendor. In accordance with Section 2-8.5 of the Miami-Dade Code, best and final offers were requested from both vendors. As a result of this process, Pаметto Ford Truck submitted the lowest bid and is recommended for award of Group B.



Alina Hudak
County Manager/Deputy Mayor

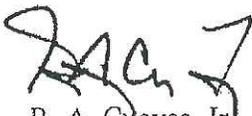


MEMORANDUM

(Revised)

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

DATE: September 18, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A) (2)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved  Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
9-18-12

RESOLUTION NO. R-749-12

RESOLUTION AWARDED CONTRACT 9656-0/13, HYBRID GARBAGE TRUCKS TO GENERAL GMC TRUCK SALES, INC. AND PALMETTO FORD TRUCK SALES, INC. IN THE AMOUNT OF \$11,545,000 FOR A ONE-YEAR TERM, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MODIFY THE CONTRACT, EXERCISE CANCELLATION AND RENEWAL PROVISIONS CONTAINED THEREIN, AND EXERCISE ANY OTHER RIGHTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT ON BEHALF OF MIAMI-DADE COUNTY

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby directs the County Mayor or County Mayor's designee to award Contract No. 9656-0/13, Hybrid Garbage Trucks, to General GMC Truck Sales, Inc. and Palmetto Ford Truck Sales, Inc. in the amount of \$11,545,000 for a one-year term; authorizes the County Mayor or County Mayor's designee to modify the contract, exercise cancellation and renewal provisions contained therein, and exercise any other rights in accordance with the terms and conditions of the contract on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Jean Monestime** who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

| | | |
|----------------------|-------------------------------------|---------------------------------|
| | Joe A. Martinez, Chairman | aye |
| | Audrey M. Edmonson, Vice Chairwoman | aye |
| Bruno A. Barreiro | nay | Lynda Bell absent |
| Esteban L. Bovo, Jr. | aye | Jose "Pepe" Diaz aye |
| Sally A. Heyman | aye | Barbara J. Jordan aye |
| Jean Monestime | aye | Dennis C. Moss absent |
| Rebeca Sosa | aye | Sen. Javier D. Souto aye |
| Xavier L. Suarez | absent | |

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal



GVW A GVW Holdings Company

Miami Dade County Solid Waste Department.
2525 NW 62nd Street
Miami, FL 33147

551 S. Washington Street
P.O. Box 190
Hagerstown, IN 47346
Telephone 765.489.5499
Fax 765.489.5230
www.autocartruck.com

8/21/2012

To whom it may concern.

With reference the pending order for 29 ISL-D E3 Parker Runwise vehicles.

Autocar had previously advised Miami Dade that the availability of 2010 Emissions certified Hybrid Calibration engines from Cummins Engine Company will cease at the end of December 2012.

The final Autocar order date for 2010 emissions engines to Cummins is October 5th 2012. Orders for vehicles from our distributor would need to be in house at Autocar no later than October 1st 2012.

The timeline for Cummins certification of the hybrid calibration for a 2013 ISL-D engine will be approximately 8 months, starting January 2013. This would mean that availability of vehicles with 2013 emission ISL-D engines would be no earlier than November 2013. This long timeline is due to the limited production volumes of ISL-D hybrid engines, Cummins focus is based on volumes as far as certification, they work on high volume engine certification first.

As the 2013 configuration engine contains additional required componentry it is expected that there will be potentially at least a \$2,500.00 price increase per vehicle over a 2012 chassis with a 2010 emission engine.

Autocar would like to strongly urge Miami Dade to work with our awarded distributor to get orders in house before the cutoff date; thereby ensuring availability of 2010 emissions certified Hybrid calibration engines.

Autocar places a high degree of value in our strong relationship with Miami Dade. We are informing you of this situation in an effort to strengthen our partnership and provide value and cost savings to Miami Dade.

Please feel free to contact the writer if you have further questions.

Trevor W Bridges.
V.P. Powertrain Integration & Strategies.
Autocar Truck
551 S Washington Street.
Hagerstown, IN 47346
765-489-6006

Memorandum



Date: July 13, 2012
To: Amos Roundtree
Division Director, ISD/Purchasing Division
From: Oren Rosenthal
Assistant County Attorney
Subject: Responsiveness of Late Bid – Bid # 9656-0/13 Hybrid Garbage Trucks

You have asked whether the County can accept a bid from Nextran Truck Center ("Nextran") in response to the above referenced Invitation to Bid which was submitted one day after the bid due date and after the other timely bids were opened. For the reasons set forth below, the County may not accept the bid as it is not responsive.

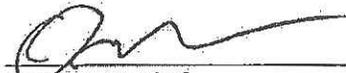
FACTS

We rely on the information provided in your memorandum and e-mail, dated July 13, 2012 (attached hereto). According to the memorandum and e-mail bid submittals for the subject project were due July 11, 2012 by 2:00 PM. Three (3) other bids were received prior to the deadline. A bid from Nextran was submitted by U.S. mail at 1:49 PM on July 12, 2012, one day after the deadline. The opening of bids and reading of prices from the other three (3) bidders began shortly after the bids were due on July 11, 2012 and a day before the receipt of Nextran's bid.

DISCUSSION

Based on the above, the County may not accept Nextran's late bid. While the County may, in its discretion, accept some late proposals when a vendor is responding to a request for proposals, this leniency does not apply to price bids like the instant solicitation. For price bids, the law in Florida is clear – late bids may only be accepted prior to the receiving agencies opening of the timely bids. See Hewitt Contracting Co., Inc. v. Melbourne Regional Airport Authority, 528 So.2d 122 (Fla. 5th DCA 1988). Once the envelopes of the other bidders are opened, the County loses the discretion to consider any subsequently submitted bid except in specific circumstances not presented here.

As such, Nextran's bid is not responsive and should be rejected.


Oren Rosenthal

Memorandum



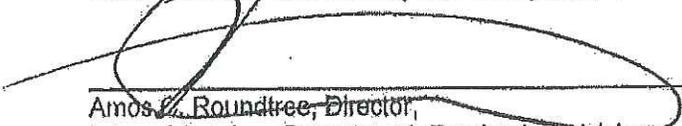
Date: July 13, 2012

To: Oren Rosenthal
County Attorney's Office

From: Amos C. Roundtree
Division Director, ISD/Purchasing Division

Subject: Late Bid Submittal for Bid # 9656-0/13 Hybrid Garbage Trucks

A late bid was received in response to a solicitation issued for purchase of Hybrid Garbage Trucks. Bids were due on July 11, 2012 at 2:00 p.m. Bid envelopes were opened at 2:07. The late bid was received July 12, 2012 at 1:49 p.m. According to the postage stamp it was mailed two days prior to the due date. The estimated value is \$11m. Please advise if this late bid received via US mail one day late is responsive.



Amos C. Roundtree, Director,
Internal Services Department, Purchasing Division

Memorandum



Donny

Date: August 2, 2012

To: Hugo Benitez
Assistant County Attorney
County Attorney's Office

From: Andrew Zawoyski 
Chief Negotiator
Internal Services Department - Procurement Management

Subject: Request for Legal Review for Responsiveness
ITB 9656-0/13 Hybrid Garbage Trucks

On July 11, 2012, bids were received for ITB 9656-0/13 Hybrid Garbage Trucks and subsequently reviewed for responsiveness. During the review it was noted that one Bidder, Palm Peterbilt Truck Center, Inc., submitted a bid for a Peterbilt 320 truck with an Eaton HLA System in lieu of the required Parker Hannifin System, which was specifically required in the bid.

The ITB was issued to request bids for 15 Autocar/Parker Hannifin (E3) Automated Refuse Collection Packers (Garbage Trucks), which are to be partially funded through a federal government grant through the United States Environmental Protection Agency (USEPA); and for 14 Autocar/Parker Hannifin (E3) Automated Refuse Collection Packers (Garbage Trucks), which are to be funded through PWWM Department funds. The ITB specifically requested pricing for this specific vehicle because this vehicle is on the USEPA list.

The Palm Peterbilt Truck Center, Inc. bid does not meet the following requirement – which the ITB stated was a “No substitution” requirement:

3.5 POWER REQUIREMENTS

3.5.1 Cummins ISL 380 horsepower engine with E3 Hybrid Calibration meeting EPA 2010 requirements and the truck manufacturer's Parker/Hannifin Hydraulic Hybrid drive system (E3). The diesel engine shall use Puradyne oil filtration technology to extend oil drain intervals for however long the oil samples, tested quarterly, test satisfactory. The extended drain intervals must not impact the engine or truck warranty requirements. “No Substitution”

The ITB also required:

- 2.25.1 Required a letter from Manufacturer's Consent and Backing Letter from Parker/Hannifan Corp on Parker/Hannifan Corporate letterhead; which the Bidder did not include.

Furthermore, the County would not be able to apply for US EPA funding (which was the intent in the ITB) because the Eaton HLA System is not on the US EPA Emerging Technologies List (please see attachment).

Memo to Hugo Benitez, Assistant County Attorney
County Attorney's Office
August 2, 2012
Page 2

Please also see supporting information pertaining to reasons why the County issued the bid specifically for the Autocar/Parker Hannifin (E3) Automated Refuse Collection Packers (Garbage Trucks).

Please review this issue and advise whether the Palm Peterbilt bid is responsive. If you have any questions, please contact me at (305) 375-5663. Thank you for your attention to this matter.

Bid is Non-Responsive



Bid is Responsive



Signature: _____

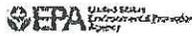


Date: _____

8/6/12

Attachments:

US EPA Emerging Technologies List
Palm Peterbilt bid
Copy of ITB
Additional Information



National Clean Diesel Campaign (NCDC)
Verification
Emerging Technologies List

Working Together for Cleaner Air

The Emerging Technologies List provides guidance in selecting a technology for the Clean Diesel Emerging Technologies Program's Request for Proposals. The table lists potential emission reduction capabilities projected by EPA based on information and data provided by the manufacturer. Reductions are subject to change after completion of verification testing. Actual emissions reductions will be a function of the individual applications.

EPA does not guarantee any performance or claims by the manufacturer, and reduction levels are applicable only when the technology is installed and used in accordance with the criteria described. EPA verification is not an evaluation of a product's safety or compliance with other regulatory requirements. Manufacturers, installers, fleets and operators must comply with all applicable local, state and federal safety regulations.

Eligible entities interested in applying for funds under the Clean Diesel Emerging Technologies Program should consult with the emerging technology manufacturer when preparing the grant application.

You will need Adobe Reader to view some of the files on this page. See EPA's PDF page to learn more.

Emerging Technologies List

| Manufacturer | Technology | Application | Reductions (%) | | | | Effective Date |
|--|---|--|----------------|-----|----|----|------------------|
| | | | PM | NOx | HC | CO | |
| Parker Hannifin Corporation Acceptance Letter (PDF) (3 pp, 1MB, January 2011) Extension Letter (PDF) (1 pg, 250K, February 2012) | RunWise Advanced Series Hybrid Drive | On-highway Autocar E3 refuse trucks for residential collection service and powered by Cummins ISL9 380 heavy-duty diesel engines certified in the 2010 or newer model years. | 0 | 30 | 30 | 30 | January 27, 2011 |
| Dalphi Corporation Acceptance Letter (PDF) (3 pp, 1.03MB, January 2011) Extension Letter (PDF) (1 pg, 250K, February 2012) | Solid Oxide Fuel Cell (SOFC) Auxiliary Power Unit (APU) | On-highway class-B tractors equipped with sleeper compartments and powered by heavy heavy-duty diesel engines certified to 2007, 2008 or 2009 model year emission standards. | | | | | January 27, 2011 |

De-listed Emerging Technologies

The technologies listed below were on the Emerging Technologies List for the program's two-year limit and are no longer considered emerging technologies as designated by EPA. These technologies are not eligible for use in any new Clean Diesel Emerging Technologies Funding Assistance Programs. Technologies listed here that are currently in use under a grant, may be used for the duration of the grant. Technologies that are now verified can be found on the [Verified Technologies List](#).

| Manufacturer | Technology | Application | Status |
|--|---|--|--|
| Advanced Cleanup Technologies, Inc. Acceptance Letter (PDF) (4 pp, 130K, December 2007) Expiration Letter (PDF) (1 pg, 270K, December 2010) | Advanced Maritime Emissions Control System (AMECS) | Ocean going vessels at berth when either vessel or berth have no capability to provide shore power | Pursuing Verification |
| Caterpillar, Inc. Acceptance Letter (PDF) (3 pp, 180K, July 2008) Extension Letter (PDF) (2 pp, 110K, May 2009) Extension Letter (PDF) (1 pg, 50K, June 2009) Expiration Letter (PDF) (1 pg, 50K, July 2010) | 3500 Marine EUG – Kit 1: Marine Emissions Upgrade Group 3500 Marine EUG – Kit 2: Marine Emissions Upgrade Group 3500 Marine EUG – Kit 3: Marine Emissions Upgrade Group | Caterpillar 3508, 3512, and 3516 mechanic unit injector (MIU) and electronic unit injector (EUI) diesel engines for non-road, marine applications with rated power greater than 750 horsepower originally manufactured between 1984 and 2008 model years. Kits 2 and 3 are certified with EPA to achieve Tier 1 and Tier 2 emission standards, respectively. | Certified for 3500 Marine EUG Kit 2 and Kit 3 Kit 1: Verified Kit 2: Verified Kit 3: Verified |
| Caterpillar, Inc. Acceptance Letter (PDF) (3 pp, 116K, December 2009) Extension Letter (PDF) (4 pp, 230K, December 2010) Expiration Letter (PDF) (1 pg, 230K, December 2011) | Caterpillar Locomotive SCR: urea based selective catalytic reduction (SCR) system and diesel oxidation catalyst (DOC) | Caterpillar 3516, 3005 HP diesel engines certified to Tier 2 standards and used in PR3D Ene-haul locomotive applications. | Pursuing Verification |
| EcoPower Hybrid Systems Inc. Acceptance Letter (PDF) (3 pp, 850K, December 2009) | EcoCrane Hybrid System | Non-road Rubber Tired Gantry Crane with Tier 0, Tier 1, or Tier 2 Engine Generator Sets; 225 kW to 620 kW | Pursuing Verification |

| Manufacturer | Technology | Application | Status |
|---|--|---|-------------------------------|
| Extension Letter (PDF) (1 pg, 10K, December 2010) Expiration Letter (PDF) (1 pg, 60K, December 2011) | | | |
| Engine Control Systems Acceptance Letter (PDF) (3 pp, 150K, March 2009) Extension Letter (PDF) (1 pg, 30K, March 2010) Expiration Letter (PDF) (1 pg, 30K, April 2011) | TerminOX D: urea-based selective catalytic reduction (SCR) system | On-highway, 4-stroke, EGR or non-EGR, heavy heavy- and medium heavy-duty diesel engines originally manufactured from 1998 through 2008 and originally certified without a catalyst. | Pursuing Verification |
| Engine Control Systems Acceptance Letter (PDF) (3 pp, 150K, July 2010) Extension Letter (PDF) (1 pg, 200K, July 2011) Termination Letter (PDF) (1 pg, 200K, December 2011) | Adifiler SG: syngas regeneration active diesel particulate filter system | On-highway and urban bus, 4-stroke, EGR or non-EGR, heavy heavy- and medium heavy-duty diesel engines, for model years 1994 through 2008. | Not Pursuing Verification |
| ESW Canada Acceptance Letter (PDF) (3 pp, 1.5M, October 2009) Extension Letter (PDF) (1 pg, 120K, October 2009) Expiration Letter (PDF) (1 pg, 280K, October 2010) | XtremCat™ DOC Kit: diesel oxidation catalyst (DOC) and crankcase ventilation (CCV) system | Marine, 2-stroke, Tier 0 and Tier 1, turbocharged EMD 645E3-E7 and 710GT models originally equipped with crankcase emissions vented into the exhaust, equipped with a crankcase pressure monitoring system, for 2008 or earlier model years | Not Pursuing Verification |
| Johnson Matthey Acceptance Letter (PDF) (3 pp, 210K, July 2008) Extension Letter (PDF) (1 pg, 60K, July 2009) Expiration Letter (PDF) (1 pg, 50K, July 2010) | SCRT-1000: urea-based selective catalytic reduction (SCR) system and diesel particulate filter | On-highway, 4-cycle, 250-500 hp heavy-duty diesel engines, originally manufactured for model years 1994 through 2002 | Verified |
| Johnson Matthey Acceptance Letter (PDF) (3 pp, 150K, April 2009) Extension Letter (PDF) (1 pg, 150K, April 2010) Expiration Letter (PDF) (1 pg, 250K, April 2011) | SCRT: urea-based selective catalytic reduction (SCR) system and diesel particulate filter | On-highway, 4-cycle, EGR and non-EGR, 250-500 hp heavy-duty diesel engines, originally manufactured for model years 2002 through 2008 | Verified |
| Krystallon, Plc Acceptance Letter (PDF) (3 pp, 175K, December 2009) Extension Letter (PDF) (1 pg, 50K, December 2010) Expiration Letter (PDF) (1 pg, 300K, December 2011) | PM Seawater Scrubber | Marine vessels with diesel engines and a combined total power not to exceed 2500 horsepower | Not Pursuing Verification |
| Miratech Corporation Acceptance Letter (PDF) (3 pp, 870K, December 2009) Expiration Letter (PDF) (1 pg, 50K, December 2010) | V-CAT™ DOC Kit: diesel oxidation catalyst (DOC) manifold system | Marine, 2-stroke, Tier 0, Tier 1, and Tier 2 turbocharged and roots blown EMD 667, 645, and 710 models | Certified for EMD 710 engines |
| Nett Technologies, Inc. Acceptance Letter (PDF) (3 pp, 200K, July 2009) Extension Letter (PDF) (4 pp, 220K, March 2009) Extension Letter (PDF) (1 pg, 45K, July 2009) Expiration Letter (PDF) (1 pg, 50K, July 2010) | BlueMAX: urea-based selective catalytic reduction (SCR) system | Nonroad, 4-cycle, non-EGR diesel engines in the 75-130 kW, 130-225 kW, and 225-450 kW power ranges, originally manufactured between 1996 and 2008 and originally certified without a catalyst to EPA Tier 1, 2, or 3 standards. | Verified |
| Nett Technologies, Inc. Acceptance Letter (PDF) (3 pp, 150K, March 2009) Extension Letter (PDF) (1 pg, 15K, August 2010) Expiration Letter (PDF) (1 pg, 15K, April 2011) | BlueMAX 200: urea-based selective catalytic reduction (SCR) system | On-highway, 4-stroke, non-EGR, heavy heavy-duty diesel engines originally manufactured from 1994 through 2008 and originally certified without a catalyst. | Pursuing Verification |
| Tinnerman/Shadywood Acceptance Letter (PDF) (3 pp, 200K, October 2009) | TEC 2010 system: reformer, lean NOx trap, selective catalytic reduction system, and active diesel particulate filter | On-highway, Navistar and International Truck and Engine Corporation DT-466 models and Cummins Engine Company ISB models, medium heavy- | Not Pursuing Verification |

| Manufacturer | Technology | Application | http://epa.gov/cleandiesel/verification/emerg-list.htm |
|--|--|---|--|
| Application Update Letter (PDF) (1 pg, 2008, September 2008) Extension Letter (PDF) (1 pg, 140K, October 2009) Expiration Letter (PDF) (1 pg, 256K, October 2010) | | duty diesel engines, originally equipped with or without catalysts and with or without EGR, for model years 2004 through 2006 | |
| Truck Emission Control Technologies Inc. Acceptance Letter (PDF) (3 pg, 1.5M, October 2008) Extension Letter (PDF) (1 pg, 146K, October 2009) Expiration Letter (PDF) (1 pg, 296K, October 2010) | CAT 3126 PM & NOx Reduction System: diesel oxidation catalyst (DOC), diesel particulate converter, exhaust gas recirculation system, thermal stabilizer and moisture & particulate separator | On-highway Caterpillar 3126 model engines from model years 1998 to 2003 for engine families WCPXH0442HRK, XCPXH0442HRK, XCPXHD442H8K, YCPXH0442HRK, 1CPXH0442HRK, 2CPXH0442HRK and 3CPXH0442H8X | Pursuing Verification |

Last updated on Friday, July 13, 2012

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

**SECTION 4
BID SUBMITTAL FORM**

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

OPENING: 2:00 P.M.
Wednesday
JULY 11, 2012



COPY

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

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: Andrew Zawoyski, CPFO | ISD/PMS | Date Issued: JUNE 15, 2012 | This Bid Submittal Consists of Pages 24 through 29 and Affidavits |
|---|---------|----------------------------------|--|

Sealed bids are 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.

HYBRID GARBAGE TRUCKS

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 awarded bidder and Miami-Dade County.

| | |
|-----------------------------------|-----------------------|
| DO NOT WRITE IN THIS SPACE | |
| ACCEPTED _____ | HIGHER THAN LOW _____ |
| NON-RESPONSIVE _____ | NON-RESPONSIBLE _____ |
| DATE B.C.G. _____ | NO BID _____ |
| ITEM NOS. ACCEPTED _____ | |
| COMMODITY CODE: 070-54 | |
| Contracting Officer: | Andrew Zawoyski, CPFO |

FIRM NAME: Palm Peterbilt Truck Centers, Inc.

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.
FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4, WILL RENDER YOUR BID NON-RESPONSIVE.**

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

BID SUBMITTAL FOR:

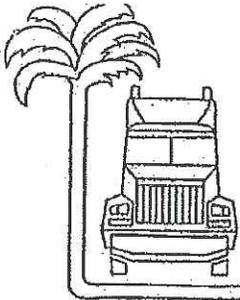
HYBRID GARBAGE TRUCKS

FIRM NAME: Palm Peterbilt Truck Centers, Inc.

| GROUP A (FEDERAL FUNDS) | | | | | |
|-------------------------|--------------------|------|--|---------------|-------------------|
| ITEM | ESTIMATED QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
| 1 | 15 | each | Autocar/Parker-Hannifin Hybrid Garbage Trucks As per Technical Specifications in Section 3 Manufacturer: Peterbilt Model No.: 320 Delivery Days ARO: 360 (Not to Exceed 365 Days as Per Sec 2, Para 2.9.14) | \$ 316,796.00 | \$4,751,940.00 ** |
| GROUP B | | | | | |
| ITEM | ESTIMATED QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
| 2 | 14 | each | Autocar/Parker-Hannifin Hybrid Garbage Trucks As per Technical Specifications in Section 3 Manufacturer: Peterbilt Model No.: 320 Delivery Days ARO: 360 (Not to Exceed 365 Days as Per Sec 2, Para 2.9.14) | \$ 323,924. | \$4,534,936.00 ** |

** Please Attached Letter

If there is any discrepancy in extended prices, the Unit Price shall prevail.



PALM PETERBILT TRUCK CENTERS, INC.

July 10, 2012

Miami Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Fl. 33128-1983

Ref: Bid No.: 9656-0/13
Title: Hybrid Garbage Trucks

To Whom It Concerns,

We are bidding the Peterbilt 320 with the Eaton HLA System. Peterbilt does not offer the Parker Hannifin System. It is my understanding that the Parker Hannifin System is exclusive to the Autocar product.

The Eaton HLA uses a similar hydraulic launch system, along the idea of the Parker Hannifin System. However, one of the main differences between the two systems is the Parker Hannifin system is an "in series" system, whereas the Eaton HLA is a parallel system. The Parker Hannifin system "is" their transmission, whereas the Eaton HLA system utilizes a drive that works along side of the Allison 4500 series transmission. Therefore if/when the Eaton HLA systems fails, the truck can still operate as a normal truck until repairs are made to the system. Miami Dade's customers are not inconvenienced, as the day's work can be completed. If/when the Parker Hannifin system fails, the truck will not operate and cannot complete the routes until repaired. This feature, in the Eaton HLA system, greatly improves uptime, not to mention the benefits of the Eaton HLA System itself, again similar to the Parker Hannifin system.



Corporate Office
2441 S. State Rd. 7 (441),
Fort Lauderdale, FL 33317-6999
(954) 584-3200

Fort Pierce Office
5750 Orange Avenue,
Fort Pierce, FL 34947-1546
(772) 489-2300

Fort Myers Office
5313 St. Rd. 82 / MLK Blvd.
Fort Myers, FL 33905-8306
(239) 337-0188

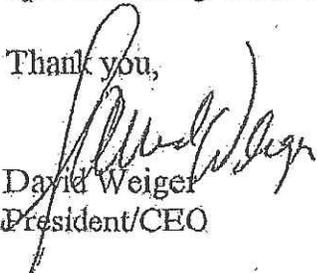


West Palm Beach Office
2253 Vista Parkway #7
West Palm Beach, FL 33411
(561) 478-4078

Finally, we strongly suggest that before construction of Peterbilts with the Eaton HLA system, there is a formal meeting between Miami Dade, Peterbilt and Eaton to discuss and determine exact use of the trucks being purchased with this system to ensure the application is correct and approved by Eaton. Both the Eaton HLA and the Parker Hannifin systems have "ideal" operating applications that provide the best in efficiency, in order to achieve optimum benefits in fuel efficiency and brake savings. So it is important that it is placed into the right application. In order for Eaton to provide the manufacture consent and backing letter, as required in section 2.25, this meeting would have to first take place and following the meeting and Eaton's approval for the operation and application these trucks will be used in, Eaton would provide the required letter.

Please contact our representative, Rudy Mangino, for further questions and to set up the meeting with Peterbilt and Eaton.

Thank you,



David Weiger
President/CEO

DW/tw

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

BID SUBMITTAL FOR:

HYBRID GARBAGE TRUCKS

FIRM NAME: Palm Peterbilt Truck Centers, Inc.

Documentation to be included with Bid Submittal (please check to confirm inclusion in bid):

- a. All requirements per Section 2.6.2, 2.6.3, 2.6.4 and 2.25
- b. Motor Vehicle Dealer's License as per Section 2, Paragraph 2.6.5
- c. Weight Charts as per Section 3, Paragraph 3.3.2
- d. Factory Information Sheets (if applicable) as per Section 2, Paragraph 2.9
- e. Bidders' List Information (Attachment A) as per Section 2, Paragraph 2.24 (d)
- f. Drug-Free Workplace Letter as per Section 2, Paragraph 2.24 (i)

SECTION 4
BID SUBMITTAL FOR:
HYBRID GARBAGE TRUCKS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

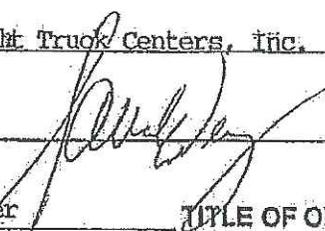
LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

- Addendum #1, Dated July 3, 2012
- 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: Palm Peterbilt Truck Centers, Inc.

AUTHORIZED SIGNATURE:  DATE: 7/10/12

PRINT NAME: David Weiger TITLE OF OFFICER: President/CEO



Bid Title: Hybrid Garbage Trucks

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

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

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

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

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

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

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

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.167 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested 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 X _____

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

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 X

Firm Name: Palm Peterbilt Truck Centers, Inc.

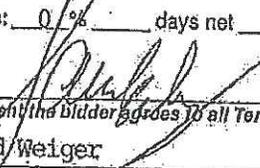
Street Address: 2441 S. State Road 7, Ft. Lauderdale Fl. 33317

Mailing Address (if different): _____

Telephone No.: (954) 584-3200 / (800) 257-7256 Fax No.: (954) 584-3228

Email Address: dweiger@palmtruck.com FEIN No. 5/9-1/9/3/4/8/2/7

Prompt Payment Terms: 0 % days net 30 days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature:  (Signature of authorized agent)
By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: David Weiger Title: President/CEO

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 A

AFFIDAVITS FORMAL BIDS



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

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

Contract No.: 9656-0/13 Federal Employer Identification Number (FEIN): 59-1934827

Contract Title: Hybrid Garbage Trucks

Affidavits and Legislation/ Governing Body

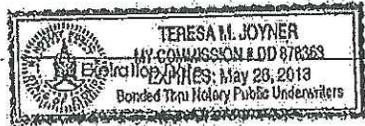
Table with 2 columns listing various affidavits and their corresponding governing body sections, such as 'Miami-Dade County Ownership Disclosure' and 'Miami-Dade County Vendor Obligation to County'.

David Weiger, President/CEO, Palm Peterbilt Truck Centers, Inc., 2441 S State Road 7 Ft. Lauderdale, Florida 33317-6999

Notary Public Information

Notary Public - State of Florida, County of Broward, subscribed and sworn to before me this 10th day of July 2012 by David Weiger.

Type of Identification produced, Signature of Notary Public (Teresa M. Joyner), Serial Number



FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

Request no less than three quotes from qualified vendors, qualified
being licensed and insured.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT



Signature

7/10/12

Date

SUBCONTRACTOR/SUPPLIER LISTING

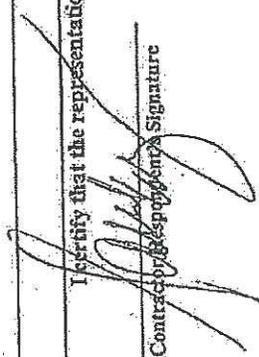
(Ordinance 97-104)
 Firm Name of Prime Contractor/Respondent: Palm Peterbilt Truck Centers, Inc.

Bid No.: 9656-0/13 Title: Hybrid Garbage Trucks

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

| Business Name and Address of First Tier Subcontractor/Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/Subconsultant | (Principal Owner) Gender Race |
|--|--------------------------|--|-------------------------------|
| Sunbelt Waste Equipment 2201 NW 22nd Street Pompano Beach, FL. 33069 | Jay Luck Mario Chavez | Heil Dura Pack 7000 Automated Side Loader 33 Yd Dump | M White M White |
| Business Name and Address of Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | (Principal Owner) Gender Race |
| | | | |
| | | | |
| | | | |

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

Prime Contractor/Respondent's Signature:  Print Name: David Weiger President/CEO Print Title: President/CEO Date: 7/10/12

FORM 100



ATTACHMENT A

INFORMATION FOR BIDDERS LIST

Invitation to Bid Number: 9656-0/13

Invitation to Bid Title: Hybrid Garbage Trucks

Instructions to Bidders: The bidder must complete a form for itself and must provide a form for each DBE firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION:

Firm Name: Palm Peterbilt Truck Centers F.E.I.N. 59-1934827

Street Address: 2441 S State Road 7 Suite No.:

City: Ft. Lauderdale State: FL. Zip Code: 33317-6999

Submitted as Prime Bidder?: Yes [X] No [] If No, enter name of Prime:

Year Firm Founded: 1979 Annual Gross Receipts of Firm: \$

Phone No.: (954)584-3200 FAX No.: (954)584-3228 Email: dweiger@palmtruck.com

DBE INFORMATION Not Applicable Certified in Miami-Dade County as DBE?: Yes [] No [] If Yes, enter expiration date: / /

Ethnicity (Circle one): Black Hispanic Native American Asian-Pacific American Subcontinent Asian American Other:

Gender: Male [] Female [] DBE Commitment by Prime: %

AFFIDAVIT I affirm that the information submitted is correct to the best of my knowledge.

Signature Name printed or typed Title Date

For County use only: Was the subject bid awarded to this prime? Yes [] No [] DBE Goal? Yes [] No [] DBE Goal Percent %

DEALER SALES AND SERVICE AGREEMENT

This is an AGREEMENT between Peterbilt Motors Company ("PETERBILT"), a division of PACCAR Inc, a Delaware corporation, and the principal owners identified in Addendum D and PALM PETERBILT TRUCK CENTERS, INC., a corporation (collectively referred to as "DEALER" throughout this AGREEMENT), duly incorporated in the State of Florida and doing business as Palm Peterbilt Truck Centers, Inc.

I. INTRODUCTION

- A. PURPOSE AND GENERAL OBLIGATIONS. This AGREEMENT provides for the sale and servicing of PETERBILT trucks and tractors ("Vehicles"), and parts and accessories manufactured by or for PETERBILT and/or PACCAR Parts, a division of PACCAR Inc, ("Genuine Parts and Accessories") in a manner that will best serve the interests of PETERBILT, DEALER, other authorized PETERBILT dealers, and owners of Vehicles and Genuine Parts and Accessories (collectively called "PRODUCTS"). PETERBILT has selected its dealers based on their experience and commitment to provide adequate capital, equipment, personnel and facilities to sell and service PRODUCTS in a manner which promotes and maintains customer confidence and satisfaction and protects the reputation of PRODUCTS. Both PETERBILT and DEALER agree to use the highest ethical business standards in dealings with each other and with customers.
- B. APPOINTMENT OF DEALER. Subject to the terms of this AGREEMENT, PETERBILT hereby grants DEALER a nonexclusive right to buy PRODUCTS identified in the attached Addendum A, to identify itself as an authorized PETERBILT dealer and to use Trademarks in the promotion, sale and servicing of PRODUCTS. PETERBILT reserves the right to revise Addendum A from time to time. DEALER has paid no fee for this AGREEMENT and no right granted by this AGREEMENT is a property right.
- C. LOCATION OF DEALER FACILITY. DEALER will maintain a facility for the sale and servicing of PRODUCTS at Dealer Location(s) identified in Addendum B and in full compliance with all the requirements of Addendum B including identifying the facility with a sign.
- D. TERM OF THE AGREEMENT. This AGREEMENT will become effective on February 28, 2012 and will continue in effect for a period of 3 years to expire on February 28, 2015 unless terminated as provided in Article VIII. This AGREEMENT may not be extended or renewed except in writing signed by the General Manager or other authorized employee of PETERBILT.

II. SALE OF PRODUCTS

A. DEALER RESPONSIBILITIES.

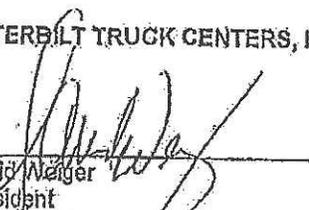
1. PRODUCT Sales. DEALER's fundamental obligation under this AGREEMENT is to stock, sell at retail and service the PRODUCTS in the area defined in Addendum C. DEALER agrees that PETERBILT may add new dealers to, relocate dealers in, or make changes to the area defined in Addendum C from time to time. DEALER expressly agrees to develop the sales volume necessary to meet DEALER's PERFORMANCE GOALS identified in Addendum C.
2. DEALER Performance Evaluation. PETERBILT and DEALER will meet periodically, but not less than annually, to evaluate DEALER's sales and service performance in the local market in accordance with the criteria of Addendum C and this AGREEMENT. These criteria include but are not limited to:
 - a. The achievement of reasonable sales objectives as PETERBILT may establish, and as are set forth in Addendum C;

XI. MISCELLANEOUS PROVISIONS

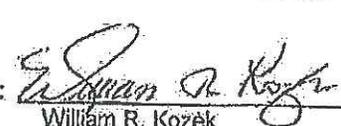
- A. ENTIRE AGREEMENT. This AGREEMENT and Addenda constitute the entire AGREEMENT made by the parties and cancels and supersedes any and all previous agreements relating to the subject matters covered herein.
- B. AMENDMENT. No amendment of any portion of this AGREEMENT will be valid or binding unless approved in writing by an authorized representative of each of the parties.
- C. COLLATERAL ASSIGNMENT. DEALER may not pledge, assign, hypothecate, or grant a security interest in, this AGREEMENT or DEALER's right, title or interest therein.
- D. SEVERABILITY. If any term or provision of this AGREEMENT is adjudged by any court or government agency to be invalid, void or unenforceable, such term or provision will be deemed deleted from this AGREEMENT and the remaining provisions thereof will continue in full force and effect.
- E. GOVERNING LAW. This AGREEMENT will be governed and construed according to the laws of the state in which DEALER is located. To the extent a valid law of any jurisdiction requires any obligations or rights under this AGREEMENT to be exercised other than in accordance with this AGREEMENT, the rights and obligations shall be exercised in accordance with such law. All provisions of this AGREEMENT shall be construed in light of this paragraph.
- F. WAIVERS. Any failure of either party at any time to require performance by the other party of any provision herein will not be deemed to be a waiver by such party of any subsequent breach or violation of the same or any other provision.
- G. NOTICES. Any notice required to be given by either party to the other under or in connection with this AGREEMENT will be in writing and delivered personally or by certified mail, return receipt requested and will be effective from the date of receipt.
- H. NEW AND SUPERSEDING DEALER AGREEMENTS. In the event any new and superseding form of this AGREEMENT is offered by PETERBILT to all authorized PETERBILT dealers at any time prior to the expiration of the term of this AGREEMENT, and a substantial majority (no fewer than sixty-five percent (65%) of PETERBILT dealers) accept it, PETERBILT may, by written notice to DEALER, terminate this AGREEMENT and replace it with a new AGREEMENT in the new and superseding form for a term not less than the then unexpired term of this AGREEMENT. In that event, such termination shall be effective, without further notice, upon the earlier of: (i) execution of a new and superseding form of this AGREEMENT by DEALER; or (ii) thirty (30) days after a new AGREEMENT is offered and sent to DEALER for execution.
- I. INDEPENDENT ENTITY. DEALER is not PETERBILT's agent in any respect and has not been granted any express or implied authority to incur obligations or make representations binding upon PETERBILT.

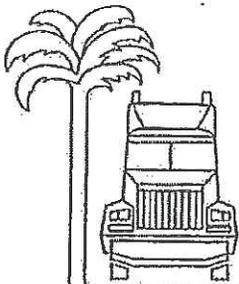
By their signatures hereto, PETERBILT and DEALER agree to abide by the terms and conditions of this AGREEMENT in good faith and for their mutual benefit.

PALM PETERBILT TRUCK CENTERS, INC.

By: 
David Neiger
Title: President
Effective Date: February 28, 2012

PETERBILT MOTORS COMPANY

By: 
William R. Kozek
Title: Vice President - PACCAR Inc
General Manager - Peterbilt Motors Co.
Effective Date: February 28, 2012



PALM PETERBILT TRUCK CENTERS, INC.

July 10, 2012

Miami Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, FL 33128-1983

Ref: Drug-Free Workplace
Bid No.: 9656-0/13
Title: Hybrid Garbage Trucks

To Whom It May Concern,

Please allow this letter to serve as our commitment, on a continuous basis, to a Drug-Free workplace. We are a Drug-Free workplace and we strive to maintain that.

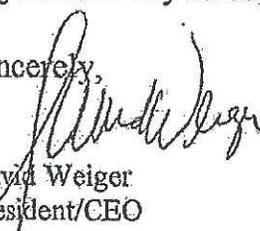
Palm Peterbilt has/will publish a drug-free workplace statement, as well as establish a drug-free awareness program for its employees.

Palm Peterbilt does/will take action concerning employees who are convicted of violating drug statutes in the workplace.

The above mentioned applies to all of Palm Peterbilt's locations.

If you need any further information please feel free to contact us.

Sincerely,


David Weiger
President/CEO

DW/tw



Corporate Office
2441 S. State Rd. 7 (441),
Fort Lauderdale, FL 33317-6999
(954) 584-3200

Fort Pierce Office
5750 Orange Avenue,
Fort Pierce, FL 34947-1546
(772) 489-2300

Fort Myers Office
5313 St. Rd. 82 / MEK Blvd.
Fort Myers, FL 33905-8306
(239) 337-0188

West Palm Beach Office
2253 Vista Parkway #7
West Palm Beach, FL 33411
(561) 478-4078



Palm Peterbilt Truck Centers P270
2441 S State Road 7

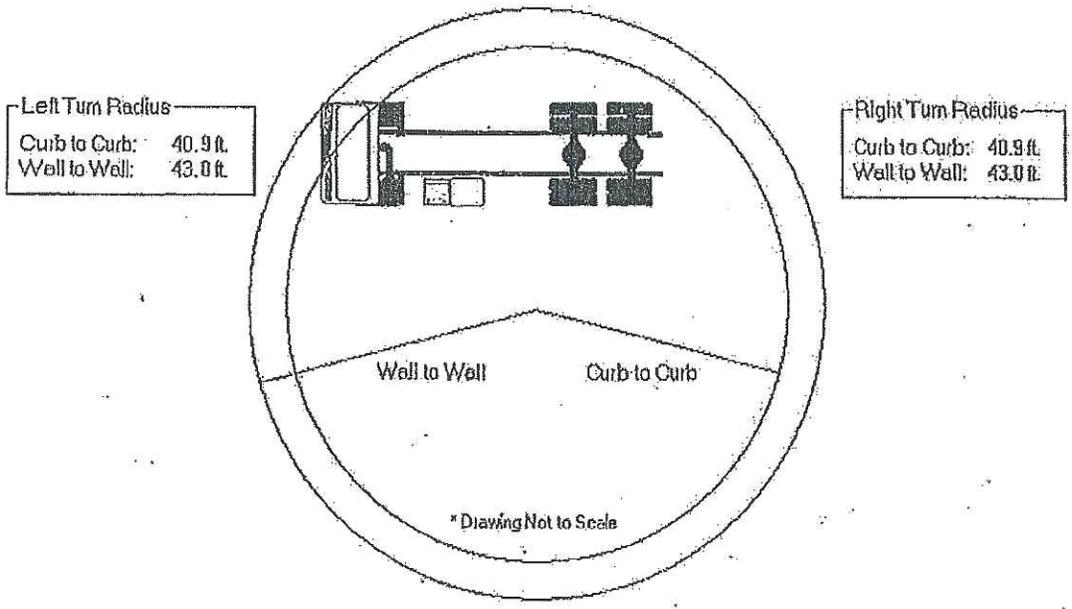
Miami Dade County
111 NW 1st ste 1050

Ft Lauderdale, Florida United States 33317
Phone: (954) 584-3200
Fax: (954) 584-3228
Email: rmangino@palmtruck.com

Miami, Florida United States 33128
Phone: (305) 375-2302
Fax:
Contact Email:
Prepared for:

Turning Radius

Turning Radius Report



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

| | | | | |
|-----------------|----------------------|-------------------|-----------------|-----------|
| Printed: | 7/10/2012 2:50:41 PM | Incomplete | Model Number: | Model 320 |
| Effective Date: | May 1, 2012 | | Quote/DTPO/CO: | Q85027162 |
| Prepared by: | Rudy Mangino Jr | | Version Number: | 25.11 |



INVITATION TO BID NO.: 9656-D/13

OPENING: 2:00 P.M.

**Wednesday
July 11, 2012**

MIAMI-DADE COUNTY, FLORIDA

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

**TITLE:
HYBRID GARBAGE TRUCKS**

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

- BID DEPOSIT AND PERFORMANCE BOND:..... N/A
- CATALOGUE AND LISTS: N/A
- CERTIFICATE OF COMPETENCY: N/A
- CONTRACT MEASURES AND PREFERENCES:.. SEE SECTION 2, PARAGRAPH 2.2
- EXPEDITED PURCHASING PROGRAM (EPP): ... N/A
- INDEMNIFICATION/INSURANCE: N/A
- LIVING WAGE: N/A
- PRE-BID CONFERENCE/WALK-THRU: N/A
- SAMPLES/INFORMATION SHEETS:..... N/A
- SITE VISIT/AFFIDAVIT:..... N/A
- WRITTEN WARRANTY: SEE SECTION 2, PARAGRAPH 2.9.10;
SECTION 3, PARAGRAPHS 3.21 AND
3.32

FOR INFORMATION CONTACT:

Contracting Officer: Andrew Zawoyski, CPPO at 305-375-5663 OR at azawoy@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

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

TWO GROUPS:

There are two Groups of hybrid garbage trucks – Group A which is funded through a Federal Grant that have federal provisions applicable as stipulated herein; and, Group B which is funded through County funding and includes local provisions, including, but not limited to Sections 1.10; 1.26; 2.2.2; 2.2.3 and 2.21.

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT, PROCUREMENT MANAGEMENT SERVICES**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9656-0/13

Title: Hybrid Garbage Trucks

Procurement Contracting Officer: Andrew Zawoyski, CPPO

Bids will be accepted until 2:00 p.m. on JULY 11, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

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/ISD/PM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/ISD/PM/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.

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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

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

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

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

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

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidadegov.com/ISD/PM.

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

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

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2009, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidadegov.com or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
4. Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)
7. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (8) 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 118.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. Office of the Inspector General (Pursuant to Section 2-1076 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:

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(j) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Code of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerk/bcc@miamidadegov. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of 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.
2. 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.
3. Contents of Bid Solicitation and Bidders' Responsibilities.

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

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- 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 ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.
- D.** The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E.** The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F.** When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A.** This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B.** When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C.** The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D.** The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E.** Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County Issued Local Business Tax Receipt.
- F.** Pursuant to County Code Section 2-8.1(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 ISD/PM 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.

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1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE (applicable to Group B only)

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

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

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

At this time, there is an Interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications; obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1834-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.085 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

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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.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 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 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 for Group B only. Federal Funds are used by the County to pay for Group A under this contract; hence the IG fee will not be deducted by the County for such purchases. However, the County reserves the right to conduct reviews at any time.

1.27. PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28. PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. NOT APPLICABLE

1.30. NOT APPLICABLE

1.31. 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 (IH)" 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 IH/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.

1.32. 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 of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works 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 Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works' inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.33. 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

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person may, in whole or in part, receive or agree to receive a contingency fee.

- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.34 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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2.1 PURPOSE

2.1.1 The purpose of this solicitation is to establish a contract for the purchase of 14 Autocar/Parker Hannifin (E3) Automated Refuse Collection Packers (Garbage Trucks) through a Federal grant as stated in 2.1.2 below – "Group A", and 15 Autocar/Parker Hannifin (E3) Automated Refuse Collection Packers (Garbage Trucks) utilizing County funding – "Group B", for the Miami-Dade County Public Works and Waste Management Department.

2.1.2 This solicitation and resultant contract is funded in part by a Federal grant from the United States Environmental Protection Agency (US EPA) and is subject to certain Federal regulations and requirements contained in this Invitation to Bid.

Note: Provision 1.10 applies only to Group B Garbage Trucks; Provision 1.26: the one quarter of 1% Fee applies only to Group B Garbage Trucks, but the County reserves the right to conduct reviews at any time for Group A and Group B Garbage Trucks. Provision 2.21 applies to only Group B Garbage Trucks.

2.2 CONTRACT MEASURES AND PREFERENCES

2.2.1 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES (DBEs) – APPLICABLE TO GROUP A ONLY

The DBE provisions of 40 CFR, Part 33 do not apply to this purchase due to the Environmental Protection Agency's (EPA) determination that the equipment to be purchased falls within the Emerging Technologies classification and is exempt from such provisions.

2.2.2 SMALL BUSINESS ENTERPRISE PREFERENCE – APPLICABLE TO GROUP B ONLY

- a) A Small Business Enterprise (SBE) bid preference applies to this solicitation. A ten percent (10%) bid preference shall apply to awards valued up to \$1 million and a five percent (5%) bid preference shall apply to awards greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Sustainability, Planning, and Economic Enhancement Department's Small Business Development Division (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Small Business Development Division at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process
- b) The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

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**2.2.3 LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS PREFERENCE
- APPLICABLE TO GROUP B ONLY**

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

2.3 PRE-BID CONFERENCE/PRE-CONSTRUCTION CONFERENCE

There is no Pre-Bid Conference. There will be a Pre-Construction Conference with awarded bidder to be scheduled at a later date.

2.4 TERM OF CONTRACT: UP TO ONE (1) YEAR

This contract shall commence after 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 ISD - Procurement Management Services, and contingent upon the completion and submittal of all required bid documents.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: To Lowest Priced Vendor by Group

- 2.6.1 Award of this contract will be made to the lowest priced responsive, responsible vendor on a group-by-group basis. To be considered for award for a given group, the vendor shall offer prices for all trucks within the given group. The County will then select the vendor for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all trucks within the group, its offer for that specific group may be rejected.

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2.6.2 Bids will not be accepted from sources other than the vehicle's manufacturer or fabricator, or a licensed dealer thereof. The bidder must provide authenticating documentation of its status.

2.6.3 When the bidder is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County.

Or

2.6.4 When the bidder is an approved dealer of the manufacturer or fabricator, there must be a service facility capable of supporting the proposed sale and of performing warranty repairs and supplying needed parts located in Miami-Dade or Broward County. The service facility may be subject to the County's review and approval.

2.6.5 In accordance with Chapter 320 of the Florida Statutes, SS320.27, bidders submitting a bid in conjunction with this solicitation must be licensed by the state of Florida as motor vehicle dealers. Bidders should furnish a copy of their license with their bid submittal. The bidder may be given the opportunity to submit a copy of the license to the County, within the specified timeframe, during the bid evaluation period. Failure to meet this requirement may result in your bid not being considered for award.

2.7 PRICES AND PRICE ADJUSTMENTS

Intentionally Omitted

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT

BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES/BROCHURES AND PRODUCT DEMONSTRATIONS

2.9.1 Manufacturer's name, brand name and/or model number, when used in the specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "No Substitution" is used. When an equal product is bid, the bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Failure to meet this requirement may result in the bid being deemed non-responsive. The County will be sole judge of equality or similarity and the County's decision shall be final.

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- 2.9.2 When "No Substitution" is used in combination with a manufacturer's name, brand name and/or model number, the named item is the only item that will be accepted by the County.
- 2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of the bid for not meeting the specifications.

NOTE 1: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

- 2.9.4 After the Bid Submittals have been evaluated by the County, the bidder offering the lowest price, as stipulated in Section 2, Paragraph 2.6 of this solicitation may be required to demonstrate the equipment, which has been proposed, for evaluation by and at no cost to the County. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability as compared to the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the bidder of such in writing and will specify the date, time and location of the demonstration. If the bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the bidder's proposal or to re-schedule the demonstration. The County will be the sole judge of the acceptability of the equipment in conformance with the Bid Specifications and its decision shall be final.
- 2.9.5 The equipment used for the demonstration shall be the same as the manufacturer's model identified in the bidder's proposal. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment provided by the bidder during the contract period shall be similar to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conforms to all bid specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval by the Board of County Commissioners, if required.

EQUIPMENT FURNISHED

- 2.9.6 The equipment furnished by the awarded bidder, during the term of the Contract, shall be new and the most recent model available. Demonstrator models are not acceptable. Automobiles that are equipped with the OEM manufacturer's standard accessories shall have less than 50 miles recorded on the odometer at the time of delivery. Automobiles that are equipped with accessories, which are not the OEM

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manufacturer's standard order accessories, shall have less than 100 miles recorded on the odometer at the time of delivery. Vehicles delivered outside this mileage requirement will not be accepted. Odometers must not show any signs of tampering or disconnect/reconnect. Any optional components that are required in accordance with the Bid Specifications (refer to Section 3, of this Solicitation) shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicle manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations, as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the Bid Specifications shall be so governed. The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), State and Federal, and American National Standards Institute (ANSI) requirements and standards, and Department of Transportation (D.O.T.) regulations. All components and included craftsmanship are to be in accordance with current Society of Automotive Engineers (S.A.E.) standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance, consistent with or exceeding the industry standards.

- 2.9.7 The equipment and features required are listed in the bid specifications (refer to Section 3, entitled "Technical Specifications"). The County may, after delivery and acceptance of the initial equipment ordered, make changes to the required equipment or equipment options supplied, provided; 1) such changes are mutually agreed between the awarded bidder and the County, 2) all changes in per unit pricing are no more than the change in per unit documentable cost to the awarded bidder, and 3) that the net amount of any such changes is no more than five percent of the per unit price originally bid. Bids requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

BIDDER STATUS

- 2.9.8 Please refer to Section 2, Paragraph 2.6.2
- 2.9.9 Please refer to Section 2, Paragraphs 2.6.3 and 2.6.4

WARRANTY REQUIREMENTS

- 2.9.10 The awarded bidder shall supply and be responsible for the vehicle's warranty. Vehicles with a GVWR of 19,500 pounds or less shall have a warranty free of deductibles with no less than the following industry defined coverage:
- Thirty-six months (36) or 36,000 miles full vehicle bumper to bumper.
 - Sixty months (60) or 60,000 miles on the power train.

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Hybrid unique components (if hybrid) ninety-six months or 100,000 miles.

Vehicles with a GVWR of 19,501 pounds or more shall have a warranty free of deductibles with no less than the following coverage:

Twenty-four months (24) bumper to bumper.

Sixty (60) months on the engine and transmission.

Hybrid unique components (if hybrid) sixty (60) months.

When vehicle or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. When vehicle or component manufacturers provide a warranty with less coverage than that stipulated herein, the vendor shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulated herein. The warranty terms shall be subject to Delay In Start Warranty Program (commence when the vehicle is put into service), if available from the vehicle's manufacturer.

2.9.10.1 See additional warranty requirements for paint and rustproofing in Section 3, Paragraphs 3.21 and 3.32.

2.9.11 The awarded bidder shall promptly correct any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Paragraph 2.6.3 or 2.6.4 within five (5) calendar days after the County notified the awarded bidder of such deficiency in writing. If the awarded bidder fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded bidder in writing that the awarded bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the awarded bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the awarded bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded bidder for any additional costs that are incurred by the County, either through a credit memorandum or through invoicing.

2.9.12 The awarded bidder and/or its local service representative may be required to enter into an Original Equipment Manufacturer (OEM) parts and service supply agreement with Miami-Dade County, during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid, the awarded bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard.

DELIVERY AND PAYMENT

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- 2.9.13 All prices shall be quoted F.O.B. destination point. Deliveries are accepted at Miami-Dade County Shop #3, located at 8801 NW 58th Street, Miami, Florida, 33178, between the hours of 8:00 A.M. and 2:00 P.M. weekdays, or at another location or at times that may be so designated on the purchase order. Contact the Facility Supervisor at (305) 633-7678, forty-eight (48) hours prior to delivery.
- 2.9.14 Delivery is required within the number of days stated by the bidder within the Bid Proposal. In no case may this date be later than 365 days from the date that the County department orders the equipment by sending a printed Purchase Order to the awarded bidder. All deliveries are to be made in accordance with good commercial practice. All equipment shall be delivered in full compliance with the bid specifications and requirements, and must be in excellent condition and ready to work. Upon verification of compliance with these requirements, the County will accept the delivered equipment. See Paragraph 2.9.16 for defective delivery correction requirement.
- 2.9.15 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in Paragraph 2.9.14., the awarded vendor shall be subject to charges for liquidated damages in the amount of one tenth (1/10) of one percent (1%) of the per unit purchase price for each and every calendar day that each unit of the equipment order is not delivered on time and in acceptable condition and/or in accordance with the required delivery timeline schedule. This charge for liquidated damages is in addition to other remedies and timetable requirements listed in Paragraph 2.9.16 below.
- 2.9.16 The awarded bidder shall promptly correct any equipment delivery deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the awarded bidder of such deficiency in writing. If the awarded bidder fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded bidder in writing that the awarded bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the awarded bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the awarded bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.
- 2.9.17 The County shall issue progress payments after completion of items (a) and (b) below, and as per the payment provisions established in Section 1, Paragraph 1.2, (H) (1):
- a) The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals as specified in Section 2, Paragraph 2.9.18).

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- b) All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the awarded bidder's Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
2225 N.W. 72nd Avenue,
Miami, Florida 33122.

- c) These documents must be dated to coincide with the delivery of the equipment, send all papers to:

Internal Services Department
Administrative and Business Services Division
2225 N.W. 72nd Avenue
Miami, Florida 33122.

- d) All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.
- e) The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.

PARTS, REPAIRS AND TRAINING MANUALS

- 2.9.18 At the first delivery, the awarded bidder shall provide the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased, and, fifteen (15) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. This information may be provided by printed material, CDs/DVDs or through an online access to an appropriate website. See additional information requirements in Section 3, Paragraph 3.15.2.

ALTERNATE BIDS

- 2.9.19 Alternate bids as noted in Section 1, Paragraph 1.3 (E) are not permitted as part of this solicitation.

MOTOR VEHICLE LICENSE REQUIREMENT

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2.9.20 Please refer to Section 2, Paragraph 2.6.5

2.10 LIQUIDATED DAMAGES

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.15

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.17

2.16 SHIPPING TERMS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.13

2.17 DELIVERY REQUIREMENTS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.14

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.10

2.20 CONTACT PERSON FOR ADDITIONAL INFORMATION

2.20.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Contracting Officer (See page 1).

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2.20.2 To allow enough time for the County to respond, requests for clarification and additional information should be received at least forty-eight (48) hours before the Bid Opening Date.

2.21 COUNTY USER ACCESS PROGRAM FEE (UAP) - APPLICABLE TO GROUP B ONLY

2.21.1 USER ACCESS FEE

- a) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.
- b) The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

2.21.2 JOINT PURCHASE

- a) Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.
- b) For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.
- c) Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

2.21.3 VENDOR COMPLIANCE

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

2.22 COMPLIANCE WITH FEDERAL STANDARDS

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

2.23 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the equipment that will be acquired under this solicitation will be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.24 US EPA REQUIREMENTS INCORPORATED BY REFERENCE (GROUP A ONLY)

As stipulated in the Grant specific to this purchase, the following US EPA Federal regulations and requirements are incorporated into this solicitation and the subsequent contract by summary and reference, and are applicable to Group A only:

a) 40 CFR, Part 33, Subpart D: Fair Share Objectives

The Fair Share Objectives provisions of 40 CFR, Part 33 do not apply to this purchase due to the Environmental Protection Agency's (EPA) determination that the equipment to be purchased falls within the Emerging Technologies classification and is exempt from such provisions.

b) 40 CFR, Part 33 Record-Keeping Requirements

The awarded bidder must maintain all records documenting its compliance with the requirements of 40 CFR, Part 33, and this contract, including documentation of its good faith efforts. Such records must be retained in accordance with applicable record retention requirements of the County.

d) 40 CFR, Section 33.501 (b), Bidders' List

Section 33.501 (b) requires the County to create and maintain a bidders' list specific to this acquisition. All bidders are required to complete Attachment A of this solicitation, and submit this document with their bid submittal package.

e) Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962)

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The awarded bidder shall procure the items listed in this contract in a manner such that the items are composed of the highest percentage of recovered materials practicable. The awarded bidder shall provide the County with written documentation on the extent of recycled or recovered materials used in the manufacture or fabrication of the items. The awarded bidder shall submit this information to the County at the Pre-construction Conference.

- f) Subpart B and Subpart C of 2 CFR, Part 180: Responsibility of Participants (EPLS – Excluded Parties List System)

The items to be purchased under this contract are a covered transaction as per Subpart B of 2 CFR, Part 180. The County will not make award to a bidder which is debarred or suspended by the Federal government, or which is listed in the Excluded Parties List System.

- g) 40 CFR, Part 31: Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments

This contract is subject to the provisions of 40 CFR, Part 31. When requested, the awarded bidder shall provide required information and completed forms to the County and the Federal government to meet the documentation and reporting requirements of 40 CFR, Part 31, and all applicable subparts.

- h) 40 CFR, Chapter 1, Subchapter B: EPA Statutory/Regulatory Provisions

The awarded bidder shall comply with all applicable Federal laws including:

- i) Section 306 of the Clean Air Act, (42 U.S.C. 7606).
- ii) Section 508 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1368).
- iii) Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)).

- i) 40 CFR 36.200 – 36.230: Drug-Free Workplace

The bidder must agree to make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The awarded bidder agrees to do so as a condition for receiving any award covered by this solicitation. The bidder shall include in its bid submittal a written letter of commitment, which must include the following:

- i) That the bidder has published a drug-free workplace statement and established a drug-free awareness program for its employees;
- ii) That the bidder shall take actions concerning employees who are convicted of violating drug statutes in the workplace; and

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- iii) The addresses of all known workplaces under the control of the bidder.
- j) OMB Circular A-133: Single Audit Act

The awarded bidder agrees that the Federal government's Office of Management and Budget, the Environmental Protection Agency, and any Federal agency that requests an audit, may conduct an audit of the awarded bidders records and documentation that directly and indirectly relate to the purchase of items under this contract. The awarded bidder agrees to provide such information and reasonable assistance as requested by the agencies, or the County, in conducting an audit.

2.25 MANUFACTURER'S CONSENT AND BACKING LETTER

2.25.1 Enclose an original (not a copy) letter from Parker-Hannifin Corporation, the producer of the hydraulic hybrid drive system being offered to Miami-Dade County, on Parker Hannifin Corporate letterhead, signed by a corporate officer duly authorized to obligate the corporation, notarized and bearing the clearly legible imprint of the manufacturer's corporate seal, stating the following:

- a) In consideration of any purchase order that may be issued as a result of this Bid Solicitation, we guarantee to Miami-Dade County the following:

That we, the Parker Hannifin Corporation, after diligent thought and review, have determined that we fully support this proposed offer to sell the Parker Hannifin hydraulic hybrid drive train system, by or through Autocar LLC, or any of its authorized dealers, to Miami-Dade County. As part of that support the Parker Hannifin Corporation guarantees the equipment manufactured or supplied by Parker Hannifin for that hybrid drive system for the minimum warranty period required in this Bid Solicitation, and the availability of repair parts for components that Parker Hannifin manufactures or distribute as part of this hybrid drive system for the expected service life of the equipment.

This agreement, which is restricted specifically to the Parker Hannifin Corporation's hybrid hydraulic drive system, supersedes any other warranty agreement or statement, express or implied, that may be made about the said system by any source other than the Parker Hannifin Corporation.

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

3.1 GENERAL REQUIREMENTS

3.1.1 These specifications are the minimum requirements for twenty-nine (29) right hand sitting steer Autocar/Parker Hannifin (E3) Automated Refuse Collection Packers (Hybrid Garbage Trucks) which are on the Environmental Protection Agency's (EPA) Emerging Technologies List. They will be used for house to house curbside refuse collection in Miami-Dade County, Florida, in conjunction with 95 gallon standard carts and are required to unload at both transfer stations and landfill sites. It is anticipated they will be operated approximately 25,000 to 35,000 miles per year. The units described in these specifications will be integrated into an existing refuse collection fleet on an as possible, when possible basis, as determined solely by the Public Works and Waste Management Department of Miami-Dade County. All units manufactured under this contract shall be equipped with all of the manufacturer's standard equipment and meet all supplemental requirements listed below. All units proposed shall be of a superior level of build quality enabling the daily performance of these units to demonstrate a level of proficiency and reliability characteristic of vehicles manufactured using only the best commercial practices. The vehicle shall be programmed to limit the vehicle's maximum speed to 65 miles per hour.

3.1.2 Specific time critical requirements of this grant purchase:

It is a requirement of this purchase that the order be completed and delivered within 365 days of receipt of a purchase order sent by email, facsimile or conventional mail, which shall be treated as time urgent by both the County and the awarded bidder.

3.2 CHASSIS

Minimum Gross Vehicle Weight Rating (GVWR) must provide that the fully loaded vehicle is legal for operation under Florida Department of Transportation (FDOT) weight regulations. The truck's frame minimum Resistance to Bending Moment (RBM) must meet the greater of the body or truck manufacturer's recommended minimums for the application intended. The cab and chassis and body manufacturers shall collaborate to determine the chassis length required subject to the supplemental requirements in the remainder of these specifications.

3.3 WEIGHT AND DISTRIBUTION

3.3.1 The body shall have a capacity of thirty-three (33) cubic yards of waste as defined by the standards of the industry and shall be designed to produce a payload of approximately 23,200 pounds with compaction limited by the body manufacturer to produce the full loading shown on the loaded weight distribution chart without further loading (overloading). The truck and the body manufacturers shall collaborate to dimensionally design and provide units that are engineered to carry that maximum possible FDOT legal payload on a GVWR of 63,965 pounds, with a wheel base selected to provide an FDOT appropriate weight distribution as mutually determined between the vendor and the County. "No Substitution".

3.3.2 When packed to the capacities stated above the actual weight shall not exceed the GVWR, Gross Axle Weight Rating (GAWR) or Florida Department of Transportation (FDOT) tire ratings. Weight charts showing the unloaded and fully loaded weights, vehicle dimensions, curb to curb

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

and wall to wall turning circles and weight distribution detail unloaded and fully loaded shall be submitted by the bidder with its bid.

3.4 CAB

3.4.1 The cab shall be an Autocar ACX and shall have all the manufacturer's standard features and the following supplemental requirements:

- a) Bostrom Liberty mid-back air suspension driver's seat with Cordura fabric or Sears equal, or other equal seat that may be designated by the County at the Pre-construction Conference; and the manufacturer's standard passenger seat, with OEM installed seat belts.
- b) 6" X 16" stainless steel mirrors and 8" spot mirrors mounted on the left and right sides of the cab, or other manufacturer's standard mirror configurations as equal, with exterior grab-handles to facilitate entry/exit from either side of the cab. Final locations of all mirrors will be approved at the prototype inspection(s).
- c) Scale reading cab instrumentation which includes, if available; an ammeter and/or voltmeter, speedometer with odometer, tachometer, hour meter, oil-pressure, water temp, fuel, transmission temperature and an air-pressure gauge with a visual alert indicator and an audible alarm in addition to all required E3 system instrumentation.
- d) Factory installed air-conditioning with changeable element filtration. Tinted glass on all windows, including the windshield with the truck manufacturer's darkest recommended tint.
- e) Air assisted cab tilt.
- f) Fiamm or Hadley 133 db single or dual trumpet single base or its equivalent shall be furnished. The final horn location is subject to approval by the County.
- g) All units are to be keyed alike, repeat vendors' key pattern to match previous equipment orders.
- h) Two power points in addition to a J Port on a separately fused 30 amp circuit not shared with any other electrical or electronic component and conveniently located in the cab. The J port must have its own circuit breaker.
- i) Manufacturer's standard AM/FM radio.
- j) A 5-pound (minimum), ANSI/UL approved, A B C rated and dry chemical fire extinguisher shall be mounted on the floor next to the driver's seat. The fire extinguisher shall be easily accessible by opening the driver's side door. The fire extinguisher shall be tested and comply with to ANSI/UL 711 and ANSI/UL 299 marine type USCG.

3.5 POWER REQUIREMENTS

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

- 3.5.1 Cummins ISL 380 horsepower engine with E3 Hybrid Calibration meeting EPA 2010 requirements and the truck manufacturer's Parker/Hannifin Hydraulic Hybrid drive system (E3). The diesel engine shall use Puradyne oil filtration technology to extend oil drain intervals for however long the oil samples, tested quarterly, test satisfactory. The extended drain intervals must not impact the engine or truck warranty requirements. "No Substitution"
- 3.5.2 Additional related equipment shall be furnished as follows:
- a) If not provided by engine electronics, an automatic safety device shall be installed and adjusted to prevent engine damage in case of oil pressure failure, cooling system overheating or low coolant level, by stopping the engine. This system must include a brief duration emergency override for safety purposes should the engine shut down with the vehicle in an unsafe position or location.
 - b) Fuel filtration as recommended by the engine's manufacturer.
 - c) Webb 710 or 712 or Davco 382 Fuel-Pro or Fleetguard #FS1201 all non-heated fuel/water separators.
 - d) Air filter with dash mounted air restriction indicator.
 - e) Electronic fly by wire accelerator linkage.
 - f) A frame mounted skid plate to protect the engine and attached hydraulic power driver fabricated from 3/16" steel plate. The skid plate design shall provide maximum ground clearance without restricting engine access or cooling and be a bolt on/off type. Skid plate shall provide access to any filtration it restricts access to. If not available directly from the truck's manufacturer, provide details and drawings of the proposed local installation at the Pre-construction Conference. All designs and mountings are subject to review, approval or change by the Fleet Management Division.
 - g) Maximum capacity cooling system with long life coolant for tropical climate operation with all related components selected to afford maximum heat rejection.
 - h) Puradyne PFT40 oil filter with the appropriate filter for 2010 EPA Certified engines installed in a location mutually agreed at the Pre-construction Conference to enable oil drain intervals to be extended under existing agreements with the County. "No Substitution".

NOTE: All generic filters used for liquids and fluids shall be the spin-on type and all lubricants shall be synthetic where recommended by the components manufacturer in this application. "No Substitution".

3.6 TRANSMISSION AND DRIVELINE REQUIREMENTS

- 3.6.1 Parker/Hannifin hybrid application final drive ratio of 4.3.

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

- a) Trucks shall be equipped with the truck manufacturer's hydraulic hybrid drive system pumps, motors, accumulation and storage tanks, etc., required for full operation. All drive line and hydraulic mountings must be in accordance with the truck manufacturer's recommendations and must be engineered for maximum ground clearance. All systems must provide for maximum cooling capacity for sustained operation in tropical climates.

3.7 FRONT AXLE AND SUSPENSION

Rated capacity of 20,000 lbs. recommended by the manufacturer for this application with 10 stud drums and non-aluminum hubs.

3.8 REAR AXLE AND SUSPENSION

3.8.1 Haulmaxx 46,000 pound capacity rated hard rubber landfill application recommended suspension with shock absorbers as modified for the hydraulic hybrid application.

3.8.2 All trucks must be equipped with a power divider or limited slip feature which acts on all rear axles and has a cab mounted warning light, dash mounted engagement switch and an audible alarm. Ten (10) stud drums and non-aluminum hubs are required. "No Substitution".

3.9 BRAKE SYSTEMS

3.9.1 "S" Cam drum based system with all wheel ABS meeting Federal Motor Vehicle Safety Standards; Air Brake Systems; Final Rule, 74 Fed Reg, 37122 (July 27, 2009) (amending 49 C.F.R. 571.121 .

- a) Front Axle – 16.5 X 7 brake linings as recommended for the axle selected with Type - 30 or equal brake chambers.
- b) Rear Axle – 16.5 X 8.62 brake linings recommended for the axle selected when used in this hydraulic hybrid application with MGM Type-30 or equal spring set brake chambers on both rear axles.
- c) Wabco two stage air dryer and minimum 15 CFM compressor. "No Substitution"
- d) A Bendix® Puraguard QC Oil Coalescing filter downstream of the air dryer.
- e) Maximum capacity air reservoir(s) equipped with automatic draining capability and pull cord drain valves conveniently located.

3.10 STEERING

Powered system designed for vehicles of this dimensional size, weight and type of service with all front wheel, axle and suspension components selected to provide maximum safe wheel cramp angle and resulting minimum turning circle radius within the capacities and dimensions specified.

3.11 WHEELS AND TIRES

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

3.11.1 Front wheel offset shall be selected by the truck manufacturer to provide maximum turning cramp angle on the axle used. All wheels shall be a one piece Budd, Accuride, Dayton or equal design heavy duty 10 stud hole wheels. "No Substitution".

- a) FRONT TIRE SIZE: Goodyear G296 WHA 425/65R22.5 on 12.25" wide wheels.
- b) REAR TIRE SIZE: Goodyear G661 HSA 12R22.5 on 9" wide wheels.

3.12 FUEL TANK(S)

Must provide no less than a 60 gallon diesel capacity. All tanks shall be engineered to provide maximum ground clearance. Diesel and DEF Tank locations shall be mutually agreed between the awarded bidder and the County at the Pre-construction Conference and selected so as to prevent refuse liquids dripping from the automated arm onto any tank.

3.13 EXHAUST

Vertical to a height of 12' 10" from ground level with an elbow at the top of the stack and a stainless steel or aluminum protective exhaust and/or DPF guard installed so as to completely prevent burns or injury to anyone entering or exiting the cab or checking a DEF tank should the vehicle be so equipped.

3.14 ELECTRICAL

3.14.1 A twelve (12) volt system with no less than a 140 ampere alternator and 1800 CCA batteries. All copper wiring with each wiring circuit protected by a resettable circuit breaker having easy access. A pigtail type connection to the body must be provided.

- a) A quick connect battery jumper connection shall be provided at a location near the battery box which shall be finalized at the Pre-construction Conference.
- b) A battery disconnect switch with an amber indicator light to show power on located at the top of the battery box so as to be plainly visible from the side of the truck.
- c) A complete electrical system schematic with supporting technical data should be submitted at the Pre-construction Conference.

3.15 LINES, FITTINGS & WIRING

3.15.1 All air, hydraulic, cooling and transmission lines must be located and secured or clamped/anchored in the chassis. Should the chassis design bid prohibit this they must be securely mounted above the centerline of the axles. All pressure side hydraulic hoses that could "spray around" if cut or ruptured and are externally exposed and/or have the potential for ground contamination leakage or spills which require cleanup shall be encased in a protective sheath (See Hose Protection in Paragraph 3.25) to prevent such an occurrence.

3.15.2 Four (4) copies of as built schematics for electrical, air and hydraulic systems, as well as any available maintenance and repair manuals, shall be furnished with the initial equipment deliveries. All units shall be built identically unless otherwise mutually agreed between the

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

awarded bidder and the County. See Section 2, Paragraph 2.9.18 for additional information requirements.

3.16 LIGHTS & REFLECTORS

LED lighting shall be used where ever possible. Work lights to illuminate and facilitate evening and night collections are required. Four self activating LED strobe lights mounted at the four corners of the rear of the body at locations to be determined at the Pre-construction Conference are also required. The strobes shall be Peterson Manufacturing Piranha brand LED strobe units 4344A-1 and 4344A-2.

3.17 FLAPS

Truck manufacturer shall supply appropriately mounted regulation size anti-sail flaps suitable for use in conjunction with mud flaps mounted front and rear of the front wheels.

3.18 TOW HOOK

Both front and rear mounted manufacturer's recommended hook(s) or pin(s) appropriate for moving or towing the vehicle.

3.19 BACK-UP ALARM AND CAMERAS

3.19.1 Self-adjusting volume type alarm meeting current SAE standards activated when the vehicle's direction selector is placed in the reverse position.

3.19.2 A color split screen 6" minimum LCD screen shall be provided for an in cab display of two different views which shall include a rear view and a hopper view. The view screen shall be mounted in an appropriate location subject to approval of the County at the Pre-construction Conference and supply sufficient resolution to easily perform the tasks intended. The hopper area camera shall be fitted with a protective camera cover.

3.20 REFUSE BODY AND ARM

3.20.1 Heil 33 CYD Durapack equipped with a Formula 7000 arm. The unit shall have the capability of loading and hauling no less than 23,400 lbs. of refuse and shall have a net fillable area of 33 cubic yards via standard industry calculation methods. The structural integrity of the unit and all associated sections shall be sufficient to allow the unit to generate a compaction density of 1000 pounds per cubic yard on an ongoing everyday basis without permanent distortion to, or deformation of the sides, floor, top or any other parts of the body. Despite that ability this unit shall have its compaction limited by the body manufacturer to the payload cited in the loaded weight distribution chart without capability of overloading. "No Substitution"

3.20.2 It is a requirement of all trucks that the arm and packing mechanisms shall be capable of simultaneous operation at normal idle with the truck stopped and in gear without reduction in manufacturer's published arm cycle times. The software shall have automatic dump and prohibit the operator from using the arm until the eject panel is withdrawn. The body manufacturer shall be responsible for the supply and appropriate mounting of rear rubber mud flaps both in front and rear of the tandems.

SECTION 3
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- a) The unit shall have an automated loading arm which shall have a reach of approximately 72" and have a lifting capacity suitable for the cart sizes intended to a maximum of 300 lbs. Construction and design must provide both maximum durability and ease of servicing.
- b) The arm shall have a minimum capacity range of 45 to 100 gallon carts without changing any components and be able to pickup and return upright carts oriented in any direction without damage.
- c) The body design shall provide for best possible access to the hydraulic components and packing mechanisms through access doors or other applicable means.
- d) A hopper access door or other access mechanism suitable to the County shall be provided which is suitable for retrieving carts or other objects that may need removal from the hopper. A fold-out access ladder shall be furnished so that the operator is not faced with any danger resulting from having to climb on equipment components which may be slippery. The hopper access ladder must fold up out of the way securely and not interfere with the automated arm.
- e) Each unit must have provisions for access to the clean out area which shall avoid liquids or debris from draining onto the fuel or hydraulic tanks, arm, batteries or other potentially sensitive or damageable areas.
- f) The arm is to be equipped with a Vogel brand auto-lubrication system which provides full lubrication to the arm. "No Substitution".

3.21 BODY SYSTEM HYDRAULICS

Complete refuse body hydraulic system including all lines, hoses, pumps fittings and cylinders must carry no less than a one year 100% parts and labor warranty supplied by the body manufacturer. See additional Warranty requirements in Section 2, Paragraph 2.9.10.

3.22 PUMP

E3 manufacturer's recommended pump for in gear, stopped at idle, simultaneous arm actuation and packing.

3.23 HYDRAULIC RESERVOIR

Shall be .125" thick all steel or .134" thick all aluminum construction designed so as to offer the maximum possible ground clearance for landfill usage. The reservoir shall be equipped with a male hydraulic coupler (Aeroquip #5602-8-10S) plumbed into it for refilling. A sight glass shall be mounted in the reservoir to indicate the full level as well as the low oil level mark. The tank shall be sized in accordance with the body manufacturer's recommendations.

3.24 FILTRATION

SECTION 3
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HYBRID GARBAGE TRUCKS

Manufacturer's recommended maximum filtration package with a shut off valve on the outlet line(s) of the reservoir.

3.25 HOSE PROTECTION

Must be provided for all externally exposed hydraulic pressure hoses that could spray around causing ground contamination in case of a hose cut or rupture.

3.26 PRESSURE RELEASE

A non-adjustable or sealable valve shall be provided in the packing circuit to prevent damage or rupture to the hydraulic system by any manual attempt to exceed the packing pressure.

3.27 ARM CONTROLS

Manufacturer's recommended controls with a joystick having a "dead man" safety feature. All signs and warnings shall be bi-lingual (English/Spanish), tri-lingual (English/Spanish/Creole) preferred.

3.28 EJECTION

Shall be accomplished by manufacturer's recommended tilt dumping methodology.

3.29 HYDRAULIC SYSTEM SCHEMATIC

A complete hydraulic system schematic for each truck with supporting technical data shall be submitted at the Pre-construction Conference by the awarded bidder.

3.30 PAINT, COATINGS AND RUSTPROOFING

3.30.1 The entire unit(s) shall be prepared and painted Two-Tone White and Black as designated in A, B or C below (Sec 3.32): Wheels shall be painted black "No Substitution".

3.30.2 All structural elements must be thoroughly cleaned to remove all grease, oil and foreign matter. Weld splatter, slag, flux and rust or corrosion shall be completely removed by chipping, wire-brushing, shot blasting or sand-blasting prior to priming and painting.

3.31 PRIMER

Only the highest quality rust inhibiting primer specified for use with the designated finish coat shall be used.

3.32 FINISH COAT

3.32.1 Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in White per Item (a) or (b) below with the bumpers, frame assembly and undercarriage components to be finished in Black Imron 5000. No outside metal surface void of paint will be accepted.

SECTION 3
TECHNICAL SPECIFICATIONS

HYBRID GARBAGE TRUCKS

- a) P.P.G. Durethane 750/1000 Basecoat Clear coat process is accepted for use on this vehicle.
- b) The Imron 6000 Basecoat Clear coat process and the Imron Elite Basecoat Clear coat process are accepted for use on this vehicle.
- c) Other primer and finish coat applications of equally high quality that may be approved by the County. Requests must be tendered at the Pre-construction Conference and specifically approved by the County in writing prior to construction.
- d) In Section (a), (b) or (c) the County requires the unit(s) to be guaranteed against peeling cracking or oxidation for a period of one (1) year from date of acceptance.
- e) The awarded bidder shall be responsible for the application of rust and corrosion protection and shall warranty the entire vehicle for a five (5) year period. The warranty shall protect all underside surfaces excluding fiberglass and driveline. All closed in areas such as roof ribs, body posts, support pillars, rocker panels and all other areas subject to rusting from the inside out, that have not been treated at the time of manufacture, shall be drilled, treated and plugged as required. The warranty shall require the complete repair of any rust or corrosion damage that occurs in the five (5) year warranty period. The awarded bidder shall provide any periodic services required to maintain warranty coverage. See additional Warranty requirements in Section 2, Paragraph 2.9.10.

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

**SECTION 4
BID SUBMITTAL FORM**

**OPENING: 2:00 P.M.
Wednesday
JULY 11, 2012**

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



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

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: Andrew Zawoyski, CPPO | ISD/PMS | Date Issued: JUNE 15, 2012 | This Bid Submittal Consists of Pages 24 through 29 and Affidavits |
|---|---------|----------------------------------|--|

Sealed bids are 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.

HYBRID GARBAGE TRUCKS

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 awarded bidder and Miami-Dade County.

| | |
|-----------------------------------|-----------------------|
| DO NOT WRITE IN THIS SPACE | |
| ACCEPTED _____ | HIGHER THAN LOW _____ |
| NON-RESPONSIVE _____ | NON-RESPONSIBLE _____ |
| DATE B.C.G. _____ | NO BID _____ |
| ITEM NOS. ACCEPTED _____ | |
| COMMODITY CODE: 070-54 | |
| Contracting Officer: | Andrew Zawoyski, CPPO |

FIRM NAME: _____

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.
FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4, WILL RENDER YOUR BID NON-RESPONSIVE.**

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

BID SUBMITTAL FOR:

HYBRID GARBAGE TRUCKS

FIRM NAME: _____

| ESTIMATED EXTENDED PRICES | | | | | |
|---------------------------|----------|------|--|------------|----------------|
| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
| 1 | 15 | each | Autocar/Parker-Hannifin Hybrid Garbage Trucks | | |
| | | | As per Technical Specifications in Section 3 | \$ | \$ |
| | | | Manufacturer: | | |
| | | | Model No.: | | |
| | | | Delivery Days ARO: | | |
| | | | (Not to Exceed 365 Days as Per Sec 2, Para 2.9.14) | | |
| TOTAL | | | | | |
| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
| 2 | 14 | each | Autocar/Parker-Hannifin Hybrid Garbage Trucks | | |
| | | | As per Technical Specifications in Section 3 | \$ | \$ |
| | | | Manufacturer: | | |
| | | | Model No.: | | |
| | | | Delivery Days ARO: | | |
| | | | (Not to Exceed 365 Days as Per Sec 2, Para 2.9.14) | | |

If there is any discrepancy in extended prices, the Unit Price shall prevail.

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

BID SUBMITTAL FOR:

HYBRID GARBAGE TRUCKS

FIRM NAME: _____

Documentation to be included with Bid Submittal (please check to confirm inclusion in bid):

- a. All requirements per Section 2.6.2, 2.6.3, 2.6.4 and 2.25
- b. Motor Vehicle Dealer's License as per Section 2, Paragraph 2.6.5
- c. Weight Charts as per Section 3, Paragraph 3.3.2
- d. Factory Information Sheets (if applicable) as per Section 2, Paragraph 2.9
- e. Bidders' List Information (Attachment A) as per Section 2, Paragraph 2.24 (d)
- f. Drug-Free Workplace Letter as per Section 2, Paragraph 2.24 (i)

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 9656-0/13

SECTION 4
BID SUBMITTAL FOR:
HYBRID GARBAGE TRUCKS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

- Addendum #1, Dated _____
- Addendum #2, Dated _____
- Addendum #3, Dated _____
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE OF OFFICER: _____



Bid Title: Hybrid Garbage Trucks

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

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

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

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

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

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

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

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation. If that section is present in this solicitation document, Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____



APPENDIX A

AFFIDAVITS FORMAL BIDS



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

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

Contract No. : _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

| | |
|--|---|
| 1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code | 6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code |
| 2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code | 7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-17(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. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code | 8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code |
| 4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95 | 9. Miami-Dade County Living Wage Section 2-8.9 of the County Code |
| 5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code | 10. Miami-Dade County Domestic Leave and Reporting 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 _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature _____ Print Name _____ Date _____
(Duplicate if additional space is needed) (FORM 100)



ATTACHMENT A

INFORMATION FOR BIDDERS LIST

Invitation to Bid Number: _____

Invitation to Bid Title: _____

Instructions to Bidders: The bidder must complete a form for itself and must provide a form for each DBE firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION:

Firm Name: _____ F.E.I.N. _____

Street Address: _____ Suite No.: _____

City: _____ State: _____ Zip Code: _____

Submitted as Prime Bidder?: Yes ___ No ___ If No, enter name of Prime: _____

Year Firm Founded: _____ Annual Gross Receipts of Firm: \$ _____

Phone No.: _____ FAX No.: _____ Email: _____

DBE INFORMATION

Certified in Miami-Dade County as DBE?: Yes ___ No ___ If Yes, enter expiration date: ___/___/___

Ethnicity (Circle one): Black Hispanic Native American Asian-Pacific-American
Subcontinent Asian American Other: _____

Gender: Male ___ Female ___ DBE Commitment by Prime: _____ %

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

Signature Name printed or typed Title Date

| |
|---|
| For County use only: Was the subject bid awarded to this prime? Yes _____ No _____ DBE Goal? Yes _____ No _____ DBE Goal Percent _____ % |
|---|

Additional Information – ITB 9656-0/13

- The US EPA Grant does not allow the purchase of an Eaton HLA System because it is not on the approved list as provided by USEPA;
- The Eaton system is unproven. We have spoken to several customers that are currently running the Eaton System and they have been experiencing no fuel savings.
- Miami Dade County participates on a monthly conference call known as HTUF (Hybrid Truck User Forum). Discussions at this forum continuously praise the Parker System which PWWM trucks are using. Discussions concerning the Eaton trucks are very negative as they pertain to performance.

The following are technical and financial reasons why the Eaton system is unacceptable:

- The two systems do not function in the same manner. The Eaton system functions just like a traditional truck in that the operator can command engine RPM (revolutions per minute) operation thru the complete RPM range by the use of the accelerator. The truck also has a transmission that the E3 does not.
- In the E3 system, no matter how hard you step on the accelerator, the engine RPM and distribution and recapturing of the hydraulic fluid and flow rates to all components are controlled by the computer to regulate the speed of the unit, etc. It is similar in nature to a pump drive system found on hydraulic excavator and hydrostatic drive construction equipment as the truck does not have a transmission.
- The engine RPM only increases based on demand for the flow of hydraulic fluid. This is how this system achieves greater fuel efficiency and longer brake life than the Eaton system and a traditional driveline system.
- Inventory carrying costs would be higher since we would have to carry more parts to accommodate the Eaton system in all of our locations.
- Training costs would increase significantly since this is a totally new unit and none of our technicians have worked on this system.
- The County would experience increased costs for additional tooling as we would have to purchase more tools to repair the Eaton.
- The Eaton system is not a proven technology and we have previously requested them to bring it down on numerous occasions prior to this bid and years previously to allow the County to perform an apples-to-apples test and comparison against the E3.
- Though the County has requested on a couple of occasion, the manufacturer has chosen not to provide the system for our testing.

The Parker system is an approved system on the U.S. EPA emerging technologies list from which grant funding is being sought by the County (\$1.5 million). Trucks with the Parker systems are experiencing 50% fuel savings. In addition, the Parker system significantly decreases the time truck brakes need to be changed. At this time the County is choosing to standardize around the proven E3 system.