

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. IB5465-4/12-4  
Contract  
 Re-Bid     Other    LIVING WAGE APPLIES:  YES     NO  
 Requisition No./Project No.: RQID1200141    TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: NEON SIGNS / LIGHTING SYSTEMS INSPECTION & MAINTENANCE

Description: The purpose of this solicitation is to establish a contract for the purchase of Neon Signs/Lighting Systems, Inspection, Maintenance and Repair Service in conjunction with the County's needs on an as needed when needed basis.

Issuing Department: ISD    Contact Person: JOSH BROWN    Phone: 305-375-4725  
 Estimate Cost: \$850,000.00    Funding Source: GENERAL    FEDERAL    OTHER  
See Attached

**ANALYSIS**

<b>Commodity Codes:</b>	<u>57882</u>	<u>93674</u>	<u>90658</u>	<u>93153</u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	
<b>Contractor:</b>	<u>e &amp; Claude United Sight Co.</u>			
<b>Small Business Enterprise:</b>	<u>SBE Preference</u>			
<b>Contract Value:</b>	<u>\$202,500.00</u>	<u>\$</u>	<u>\$</u>	
<b>Comments:</b>	<u>n/a</u>			

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>			<b>SBE</b>	

Basis of Recommendation: Based on Previous Contract

Signed: Josh Brown    Date sent to SBD: 9/27/12  
 Date returned to DPM: \_\_\_\_\_

RECEIVED  
 DEPT. BUSINESS DEV.  
 2012 SEP 28 AM 9:28



**BID NO.:**

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

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**Neon Signs/Lighting Systems: Inspection, Maintenance And Repair Services**

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

<b>BID DEPOSIT AND PERFORMANCE BOND: .....</b>	<b>N/A</b>
<b>CATALOGUE AND LISTS:.....</b>	<b>N/A</b>
<b>CERTIFICATE OF COMPETENCY:.....</b>	<b>SEE SECTION 2, PARA 2.14</b>
<b>EQUIPMENT LIST:.....</b>	<b>N/A</b>
<b>EXPEDITED PROCUREMENT PROGRAM (EPP): ...</b>	<b>N/A</b>
<b>INDEMNIFICATION/INSURANCE: .....</b>	<b>SEE SECTION 2, PARA 2.11</b>
<b>PRE-BID CONFERENCE/WALK-THRU: .....</b>	<b>N/A</b>
<b>SMALL BUSINESS ENTERPRISE MEASURE: .....</b>	<b>SEE SECTION 2, PARA 2.2</b>
<b>SAMPLES/INFORMATION SHEETS:.....</b>	<b>N/A</b>
<b>MDHA SECTION 3: .....</b>	<b>N/A</b>
<b>SITE VISIT/AFFIDAVIT:.....</b>	<b>SEE SECTION 2, PARA 2.8</b>
<b>USER ACCESS PROGRAM:.....</b>	<b>SEE SECTION 2, PARA 2.21</b>
<b>WRITTEN WARRANTY: .....</b>	<b>SEE SECTION 2, PARA 2.19</b>
<b>LIVING WAGE: .....</b>	<b>SEE SECTION 2, PARA 2.36</b>

**FOR INFORMATION CONTACT:**

**JOSH BROWN, Procurement Contracting Officer 1  
305-375-4725, JOSH BRO@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

**Bid Title:** NEON SIGNS/LIGHTING SYSTEMS: INSPECTION, MAINTENANCE & REPAIR SERVICES

**Procurement Officer:** JOSH BROWN, CPPB

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

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION

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

**1.1. DEFINITIONS**

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

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

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

**Bid 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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/ISD/PM](http://www.miamidade.gov/ISD/PM)

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

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

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

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

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

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that 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.

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

**C. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The 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.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

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

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

**F. Change or Withdrawal of Bids**

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

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

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by 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.

**I. Accounts Receivable Adjustments**

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

**1.3. PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum

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

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

**1.4. CANCELLATION OF BID SOLICITATION**

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

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(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.

**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**

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

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expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**1.12. BID PROTEST**

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

**1.13. LAWS AND REGULATIONS**

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

**1.14. LICENSES, PERMITS AND FEES**

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

**1.15. SUBCONTRACTING**

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

**1.16. ASSIGNMENT**

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

**1.17. DELIVERY**

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

**1.18. RESPONSIBILITY AS EMPLOYER**

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

**1.19. INDEMNIFICATION**

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

**1.20. COLLUSION**

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

A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.

B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

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

**1.24. FRAUD AND MISREPRESENTATION**

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

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

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

The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

**1.27 PRE-AWARD INSPECTION**

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

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers 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 Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

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

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

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

**1.31 LOBBYIST CONTINGENCY FEES**

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

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

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY**

The purpose of this solicitation is to establish a contract for the purchase of Neon Signs/Lighting Systems, Inspection, Maintenance and Repair Service in conjunction with the County's needs on an as needed when needed basis.

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

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE BID CONFERENCE : (INTENTIONALLY OMITTED)**

**2.4 TERM OF CONTRACT : 5 YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty month period.

**2.5 OPTION TO RENEW : (INTENTIONALLY OMITTED)**

**2.6 METHOD OF AWARD: To Multiple Vendors By Group**

Award of this contract will be made up to the lowest priced responsive, responsible vendors on a group-by-group basis. To be considered for award by group, the vendor shall offer prices for all items within a given group. The County will then select the vendors 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 items within the group, its offer for that specific group may be rejected.

While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

**2.6.1 CONTACT INFORMATION & VENDOR REFERENCES**

- I. Vendors must be able to demonstrate that they have experience in providing Neon Signs/Lighting Systems, Inspection, Maintenance and Repair Service to at least three (3) client references for a minimum of one (1) year. These references shall be used to ascertain to the County's satisfaction that the Vendor has sufficient experience and expertise in services.
- II. Vendors shall provide contact information to include name of contact, e-mail address, phone number and fax number for Primary (required) and Secondary (optional) staff within your company who will be responsible for providing a response to spot market quotes issued by Miami-Dade County.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

**2.8 EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. The site visitation will be held in accordance with the following schedule:

**1) Miami Dade County Auditorium**

**Stop #1**

Date and Time: 10/17/12, 9:00 AM

Location: 2901 West Flagler St

Contact Person: Patricia Arbelaez, Tel 305-547-5414 ext. 240

**2) Miami Dade International Airport**

**Stop #2**

Date and Time: 10/17/12, 10:30 AM

Location: Miami-Dade International Airport, Terminal E, 3rd Floor

Contact Person: Richard Garcia, R.A., Tel 305-869-1040

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

3) Art in Public Places

**Stop #4**

- "Making Purple" (Artwork)

Date and Time: 10/17/12, 1:30 PM

Location: Okeechobee Metrorail Station, 2005 W Okeechobee Road, Hialeah (inside Station)

Contact Person: Jessica Berthin, Tel 305-375-1067

- Miami Line (Artwork)

Date and Time: No scheduled site visit available at this time

Location: South Miami Avenue bridge over Miami River. Pull off road on west side of South Miami Avenue, north of Miami River

Contact Person: Jessica Berthin, Tel 305-375-1067

**(Access to this site is only available between 1:00 AM and 4:00 AM. Contact the site representative for information regarding the requirements for this site.)**

- "Parabolic Flight" (Stainless steel sculpture)

Date and Time: 10/17/12, 12:00 PM

Location: NE Corner of Parking Lot, North of Building 5A (use entrance at NW 31st Street and NW 42nd Avenue)

Contact Person: Jessica Berthin, Tel 305-375-1067

**(This project is currently de-installed due to airport construction and will be restored & re-installed in the near future. Contact the site representative for information regarding the requirements for this site.)**

**Stop #3**

- "Miami Heliotrope" (Steel unistrut sculpture)

Date and Time: 10/17/12, 12:00 PM

Location: Miami International Airport, Exterior, under heliport across from Concourse E.

Contact Person: Jessica Berthin, Tel 305-375-1067

**2.9 EQUAL PRODUCT : (INTENTIONALLY OMITTED)**

**2.10 LIQUIDATED DAMAGES : (INTENTIONALLY OMITTED)**

**2.11 TYPE (11): CONTRACTOR/MAINTENANCE/REPAIR (MDAD)**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs,

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \*\$500,000 combined single limit per occurrence for bodily injury and property damage.

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

**OR**

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1ST STREET  
SUITE 2340  
MIAMI, FL 33128**

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the solicitation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of the solicitation.

If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of the solicitation.

**Department of Procurement Management**  
**Purchasing Division**  
**111 NW 1st Street, Suite 1300**  
**Miami, Florida 33128-1989**

- 2.12 BID GUARANTY : (INTENTIONALLY OMITTED)**
- 2.13 PERFORMANCE BOND: (INTENTIONALLY OMITTED)**
- 2.14 CERTIFICATE OF COMPETENCY**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for electrical work or electrical signs work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

**2.15 METHOD OF PAYMENT**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

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

III. Pricing Information:

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

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

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

**2.16 SHIPPING TERMS: (INTENTIONALLY OMITTED)**

**2.17 DELIVERY REQUIREMENTS**

The vendor shall state in its offer the number of calendar days from the date of the Notice To Proceed in which it will guarantee to complete the work, repair, and/or service. A verbal instruction from an authorized County representative shall constitute sufficient notice to the vendor to commence work. The completion date shall not exceed Two (2) calendar days after the effective date of the Notice to Proceed.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**2.18 BACK ORDER ALLOWANCE : (INTENTIONALLY OMITTED)**

**2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE**

**A. Type of Warranty Coverage Required**

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

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within Five (5) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within Five (5) calendar days of

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

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.20 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Josh Brown, via email – [joshbro@miamidade.gov](mailto:joshbro@miamidade.gov)

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

**USER ACCESS FEE**

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

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

**JOINT PURCHASE**

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

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

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

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**VENDOR COMPLIANCE**

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

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

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

**2.23 ACCIDENT PREVENTION AND BARRICADES**

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

**2.23 ADDITIONAL FACILITIES MAY BE ADDED**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

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

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**2.24 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

**2.25 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**2.26 COST ESTIMATES (REPAIRS) FOR EACH PROJECT**

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply. The actual charge to the County from an awarded vendor for a specific project shall not exceed ten percent (10%) of the vendor's initial estimate without the expressed prior approval from an authorized agent of the County.

**2.27 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

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

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**2.28 DELETION OF FACILITIES**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

**2.29 EMERGENCY SERVICE**

The vendor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular work hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within Two (2) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within Four (4) hours after notification by the County.

**2.30 ESCORT AT AIRCRAFT OPERATING AREA**

When performing work at the County's Aviation Department, the vendor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the vendor's equipment at each location. Upon completion of the work, the vendor shall call the Maintenance Office, 305-876-7311, to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by the vendor may result in immediate cancellation of this Contract.

**2.31 HOURLY RATE**

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

**2.32 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.33 LICENSES FOR TRADES**

In accordance with the provisions of Miami-Dade County's Charter, professional contractors performing services in/or for Miami-Dade County must show that they have been duly licensed by the Qualifications Board of the County, prior to being awarded a contract by the County. All journeyman supplied to perform services in/and for Miami-Dade County must be licensed by the County's Building and Zoning Department, and carry their certification card when supplying services to the same.

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**2.34 LICENSES, PERMITS AND FEES**

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

**2.35 LIMITATION OF OPERATIONS**

No work shall be done on Sunday or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the Miami-Dade County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

**2.36 SUPPLEMENTAL GENERAL CONDITION: LIVING WAGE**

Bidders are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this bid. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for this bid.

This Supplemental General Condition is organized with the following sections:

1. Definitions
  2. Minimum Wages and Posting of Information
  3. Liability for Unpaid Wages; Liquidated Damages; Withholding
  4. Payrolls, Records and Reporting
  5. Subcontracts
  6. Complaints and Hearings; Contract Termination and Debarment
1. DEFINITIONS

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

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- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefit plan that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
  - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
    - (i) food preparation and/or distribution;
    - (ii) security services;
    - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
    - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
    - (v) transportation and parking services including airport and seaport services;
    - (vi) printing and reproduction services; and,
    - (vii) landscaping, lawn and/or agricultural services.
  - (2) Services Provided To Miami-Dade County Aviation Facilities: Any service

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that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
- (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
- (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
- (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
- (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
- (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to

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supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

**2. MINIMUM WAGES AND POSTING OF INFORMATION**

A. All covered employees providing covered services shall be paid a living wage of no less than \$11.76 per hour or \$10.27 per hour with qualifying health benefit plan, as described in this section and in the Living Wage Ordinance or the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable when also paying a qualifying health benefit plan, such health benefit plan shall consist of at least \$1.49 per hour towards the provision of health care benefit plan for employees and their dependents. Proof of the provision of such benefit plan must be submitted to the applicable department to qualify for the wage rate for employees with health benefit plan.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than biweekly, and without subsequent deduction or rebate on any account. The covered

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employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

- D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefit plan to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefit plan; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, FL 33128-1844, (305) 375-3111.
- E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

**3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such

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action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

- D. In addition to the payment of penalties and back wages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

**4. PAYROLL; RECORDS; REPORTING**

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.
- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

**5. SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1

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through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

**6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- (1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - (2) The penalties assessed;
  - (3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - (4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing

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shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the noncomplying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

**2.38 OVERTIME:**

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages stated within this contract. This allowance shall only be provided in those instances where expressly authorized by a representative of the County prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

**2.39 SERVICE FACILITIES SHALL BE PROVIDED BY BIDDER IN SOUTH FLORIDA**

Bids will only be accepted from bidders which have service facilities located in South Florida (defined as Dade, Broward, Palm Beach and Monroe Counties) which can provide parts and repairs.

**2.40 STOCK LEVELS SHALL BE MAINTAINED BY VENDOR**

The successful bidder(s) shall maintain a stock of replacement form fitted tubes, transformers, etc. specifically identified for this contract, to facilitate call back repair service. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any re-procurement costs incurred by the County.

**2.41 WORK ACCEPTANCE**

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

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**2.42 REMOVAL OF DEFECTIVE AND REJECTED WORK**

All work which has been rejected by the Architect/Engineer shall be removed and replaced. Materials not conforming to the plans and specifications shall be removed and replaced with satisfactory materials at no additional cost to the County.

**EXCLUSIONS:**

A. Repair or replacement of any parts affected or destroyed by damaged due to fire; act of negligence on the part of the County, its employees, agents or third parties; by wars, earthquakes, floods, windstorms, hurricanes, labor distribution and/or acts of God or circumstances beyond its control.

B. Repair or replacement parts are not covered under the quarterly inspection maintenance.

**2.43 REPORTS**

A detailed report by sign number of each inspection maintenance notes maintenance items completed, planned or needed, will be issued by the Vendor to the User Department. This report will indicate the condition of the equipment, recommended repairs and it shall itemize replacement parts, indicating unit prices on the invoice.

**2.44 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**

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

**SECTION 3  
TECHNICAL SPECIFICATIONS:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE****3.1 SCOPE OF WORK**

The successful bidder shall furnish all labor, materials, tools, equipment and parts necessary to provide inspection, maintenance and repair service for various neon signs and neon lighting systems for the Cultural Affairs and the Aviation Departments of Miami Dade County.

**3.2 MIAMI DADE COUNTY AUDITORIUM (Department of Cultural Affairs)**

1. Located at 2901 West Flagler St.
2. Sign of face of Auditorium (back lighted) reading "MIAMI DADE COUNTY AUDITORIUM" and the Cove Lighting in Lobbies and Seating Area.

**MAINTENANCE REQUIREMENTS**

Scheduled monthly maintenance to include but not limited to the following:

1. Monthly cleaning, plus painting and maintenance when necessary of signs and cove lighting.
2. Supply the necessary number of lamps, starters, neon, tubes, and wiring within sign and cove lighting area.
3. Cleaning, painting, touching up, checking of time clocks, adjusting time clocks seasonally and maintain listing of signs.

**3.3 DEPARTMENT OF CULTURAL AFFAIRS****3.3.1 SIGNS****A. "MIAMI LINE"**

1. Located on the Metrorail section running over the Miami River.  
For maintenance purposes, the section over the river is accessed through the Brickell Station, the sections at north and south end of the river are accessed from the ground.
2. 600 FT. of neon light with 15 transformers at 120 volts at both east and west sections over the river
3. 1200 FT. of neon light at the north and south sections of the river on both sides of the Metrorail tracks with 32 transformers at 277 volts. Each transformer has a toggle switch to turn on and off specific sections of the line for maintenance purposes.

**SECTION 3  
TECHNICAL SPECIFICATIONS:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

**B. "MAKING PURPLE"**

1. Located at the Okeechobee Metrorail Station. Inside three of the skylights over the platform.
2. The artwork consists of 108 pieces of neon lighting, 54 pieces of red and 54 pieces of blue, 15mm in diameter. The neon is affixed to the mullions on the inside of the skylight, two colors per mullion, (9) per skylight. The pieces vary in size to fit each skylight. All transformers (30) are placed at the bottom faces of the skylights and housed in 24 gauge aluminum and painted the same color as the existing mullion. All neon is covered by 1/8" lexan diffuser (frosted). All primary electrical feeds come from the existing panel in existing meter room supplied by the Metrorail station. The lighting sequence is controlled by three power packs, one for each skylight, and one programmable dimmer.

**C. "PARABOLIC FLIGHT"**

1. Located at Miami International Airport. Le Jeune entrance coming from south.
2. Stainless steel sculpture with approximately 120 FT of white neon tubing lights. Includes a white reflecting backing, covered with 1/8" thick custom made semitransparent acrylic sheet.

**D. "MIAMI HELIOTROPE"**

1. Located at Miami International Airport, under the heliport opposite Concourse E.
2. Series of neon, steel unistrut structures, transformers, and electrical conduits that transmit, radiate and reflect light & color, each measuring approximately 9 FT X 42 FT X 42 FT.

**3.3.2 INSPECTIONS AND REPAIR REQUIREMENTS**

**A. "MIAMI LINE"**

1. Inspections: Inspect Monthly
2. Repairs:
  - a. Repairs on the central section of the line, over the river, will be performed during night time, between 1:00 a.m. to 4:30 a.m.

**SECTION 3  
TECHNICAL SPECIFICATIONS:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

- b. Repairs on the North and South Sections of the line will be performed preferably during regular working hours, if accessible. Otherwise, repairs would need to occur between 1:00 AM to 4:30 AM

3. Safety Training:

The successful bidder must take an initial safety training given by MDTA's personnel before performing any inspection and/or repair on the "Miami Line".

4. Access to Working Area:

The successful bidder must coordinate access to the working area with MDTA's personnel for inspections or for repairs. Coordination must be made at least 1 week ahead of time.

**B. "MAKING PURPLE"**

- 1. Inspections: Inspect the artwork quarterly.
- 2. Repairs: Refer to General Conditions 3.3.3, B, "Repairs".
- 3. Access to the area:

The successful bidder must coordinate access to the working area with MDTA's personnel for inspections or for repairs. Coordination must be made at least 1 week ahead of time.

**C. "PARABOLIC FLIGHT"**

- 1. Inspections: Inspect the artwork quarterly.
- 3. Repairs: Refer to General Conditions 3.3.3, B, "Repairs".

**D. "MIAMI HELIOTROPE"**

- 1. Inspections: Inspect the artwork quarterly.
- 1. Repairs: Refer to General Conditions 3.3.3, B, "Repairs".

**SECTION 3  
TECHNICAL SPECIFICATIONS:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE****3.3.3 GENERAL CONDITIONS****A. INSPECTIONS**

1. An inspection will consist of a visual examination of artwork's condition, looking for defects affecting the normal operation of the neon lights.
2. All inspections will be charged at a flat rate, predetermined by this contract.
3. The inspection process will not constitute any repair or physical work performed to the artwork in an attempt to bring it back to normal operating conditions.

**B. REPAIRS**

Repair work will be considered as necessary action taken to restore the artwork to its normal operating condition. It will include repairing broken or malfunctioning parts as well as replacement for new parts, as applicable.

1. Repairs will only be performed after a visual inspection if any malfunction is noticed, or if directed by Art in Public Places staff.
2. All repairs will be charged at the regular hourly labor rate accepted under this contract, except for those specified on the "MIAMI LINE", Sections 3.3.2, A and 3.3.2, B, as specified, which will be performed at overtime and charged at the agreed rate.

**C. PARTS**

Parts will be considered as any of the elements in Section 3.3.1, A; 3.3.1, B; and 3.3.1, C, or as any element being an Integral component of the artwork contributing to its normal operation.

**3.4 MIAMI INTERNATIONAL AIRPORT****A. POWER SUPPLY**

The Aviation Department will supply power to the neon tube transformers.

**B. INSPECTION MAINTENANCE REQUIREMENTS**

The successful Bidder shall make quarterly inspection maintenance and service calls for repairs on an as-needed when-needed basis to include, but not limited to, the following:

**SECTION 3  
TECHNICAL SPECIFICATIONS:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

1. Quarterly cleaning, plus painting and maintenance when necessary of signs and cove lighting.
2. Supply the necessary number of lamps, starters, neon, tubes, and wiring within sign and cove lighting area.
3. Cleaning, painting, touching up, checking of time clocks, adjusting time clocks seasonally and maintain listing of signs.
4. Wipe down the fiberglass neon tube reflectors once a year at the first scheduled inspection maintenance.
5. Inspections only shall be made at night after 8:00 P.M. and before 12:00 midnight (in order to determine which signs are illuminated) at such a time as not to interfere with the normal flow of traffic.
6. All maintenance and repairs shall be made between the hours of 8:00 A.M. and 5:00 P.M.

**C. SIGNS**

1. A map with the sign locations to be serviced will be provided by the Miami-Dade Aviation Department during the site visit. The signs are listed below by number and type.
2. Some signs will not be accessible due to construction and other projects. The department representative will indicate if a sign will not be considered as part of this contract. These designations may be found on map provided by MDAD.

<b>SIGN NO.</b>	<b>TYPE</b>	<b>NO. OF TUBES</b>
1.	Single Arm, 1 Lane	4
2.	Double Arm, 4 Lanes	28
3.	*Not in the contract at this time	
4.	Single Arm, 1 Lane	4
5.	Single Arm, 1 Lane	4
6.	Single Arm, 1 Lane	4
7.	Single Arm, 1 Lane	4
8.	Single Arm, 1 Lane	4
9.	Single Arm, 1 Lane	4
10.	Single Arm, 1 Lane	4
11.	Single Arm, 1 Lane	4
12.	Single Arm, 1 Lane	4
13.	Single Arm, 1 Lane	4
14.	Single Arm, 1 Lane	4
15.	Single Arm, 1 Lane	4
16.	Single Arm, 1 Lane	4
17.	Single Arm, 1 Lane	4
18.	Single Arm, 1 Lane	4
19.	Single Arm, 1 Lane	4

**SECTION 3  
TECHNICAL SPECIFICATIONS:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

20.	Single Arm, 1 Lanes	4
21.	*Not in the contract at this time	
22.	Single Arm, 3 Lane	10
23.	Single Arm, 2 Lanes	10
24.	Single Arm, 1 Lane	4
25.	Single Arm, 4 Lanes	14
26.	Single Arm, 1 Lane	4
27.	Single Arm, 1 Lanes	4
28.	Single Arm, 1 Lanes	4
29.	*Not in the contract at this time	
30.	Single Arm, 1 Lane	4
31.	Double Arm, 2 Lanes	8
32.	Sculpture	10
33.	Terminal Fascia Sign	25 Tubes, 25 Letters 8 Transformers

**3.5 EXCLUSIONS**

Repair or replacement of any parts affected or destroyed by damages due to fire; act of negligence on the part of the County, its employees, agents or third parties; by wars, earthquakes, floods, windstorms, hurricanes, labor disturbances and/or acts of God or circumstances beyond its control.

**3.6 SERVICE REPORTS**

A detailed report of each inspection/maintenance will be issued by the successful bidder to the using Department. This report will indicate the condition of the equipment and recommended minor/major repairs necessary during the term of the contract. It shall also itemize any replacement parts required for the repairs indicating unit prices. Any repairs and replacement of parts shall require approval of the Department prior to proceeding with the work as described under Section 2, Paragraph 2.37.



**SECTION 4  
BID SUBMITTAL FOR:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

Reference Section	Summarized Requirements: <i>Refer to the details in Section 2, Paragraph 2.6, sub-paragraph (l) requiring Three (3) business references to whom you have supplied Neon Signs/Lighting Systems: Inspection, Maintenance &amp; Repair Services.</i>	Initial as completed
<b>Section 2, Paragraph 2.6.1.(l)</b>	<b>Client Reference Letter #1</b>	
	Company Name:	
	Contact Name:	
	Contact Title:	
	Contact Address:	
	Contact Telephone Number:	
	Contact E-mail address:	
	Number of Years as Vendor:	
<b>Section 2, Paragraph 2.6.1.(l)</b>	<b>Client Reference Letter #2</b>	
	Company Name:	
	Contact Name:	
	Contact Title:	
	Contact Address:	
	Contact Telephone Number:	
	Contact E-mail address:	
	Number of Years as Vendor:	
<b>Section 2, Paragraph 2.6.1.(l)</b>	<b>Client Reference Letter #3</b>	
	Company Name:	
	Contact Name:	
	Contact Title:	
	Contact Address:	
	Contact Telephone Address:	
	Contact E-Mail Address:	
	Number of Years as Vendor:	

**SECTION 4  
BID SUBMITTAL FOR:**

**NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE**

<b>Reference Section</b>	<b>Summarized Requirements: Refer to the details in Section 2, Paragraph 2.6, sub-paragraph (II) requiring the vendor to provide Primary &amp; Secondary Contact Information.</b>	
	<b>Primary Contact Information:</b>	
<b>Section 2, Paragraph 2.6.1.(II)</b>	Primary Contact Name:	
	Address:	
	E-Mail Address:	
	Contact Phone Number:	
	Cellular Phone Number:	
	Fax Number:	
<b>Section 2, Paragraph 2.6.1.(II)</b>	<b>Secondary Contact Information:</b>	
	Secondary Contact Name:	
	Address:	
	E-Mail Address:	
	Contact Phone Number:	
	Cellular Phone Number:	
	Fax Number:	

SECTION 4  
BID SUBMITTAL FOR:

NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE

DESCRIPTION UNIT PRICE

GROUP I

DADE COUNTY AUDITORIUM) SCHEDULED MAINTENANCE

1. Sign on Face of Auditorium (back Lighted) and the Cove Lighting. \$ \_\_\_\_\_ per month.

2. HOURLY LABOR RATES

Repairs and additional work not included in the Scheduled Inspection:

Labor rate for regular time (8:00 A.M. thru 5:00 P.M.; Monday thru Friday excluding Officially declared Dade County holidays)

Journeyman \$ \_\_\_\_\_ per hour/ per man  
Apprentice \$ \_\_\_\_\_ per hour/ per man

Labor rate for overtime (between 5:00 P.M. and 8:00 A.M.; Saturday and Sunday including officially declared Dade County holidays). Only when approved by using department prior to overtime work. Cannot exceed 1½ time of the regular hourly rate.

Journeyman \$ \_\_\_\_\_ per hour/ per man  
Apprentice \$ \_\_\_\_\_ per hour/ per man

Parts and Materials shall be at cost plus \_\_\_\_\_ % Mark-up.

Evidence of actual cost shall be required and made available to the using department by the successful bidder. Parts cannot exceed 20% Mark-up. The using department must authorize purchase of any such items prior to actual purchase by the successful bidder.

GROUP II

CULTURAL AFFAIRS COORDINATION (ART IN PUBLIC PLACES) SCHEDULED INSPECTION

1. East and West section of river; North and South section of river (MIAMI LINE) \$ \_\_\_\_\_ per month.

2. Artwork at Okeechobee (MAKING PURPLE) \$ \_\_\_\_\_ per quarter.

3. Stainless Steel Sculpture (PARABOLIC FLIGHT) \$ \_\_\_\_\_ per quarter.

4. Steel Sculpture (MIAMI HELIOTROPE) \$ \_\_\_\_\_ per quarter.

SECTION 4
BID SUBMITTAL FOR:

NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE
4. HOURLY LABOR RATES

Repairs and additional work not included in the Scheduled Inspection:

Labor rate for regular time (8:00 A.M. thru 5:00 P.M.; Monday thru Friday excluding officially declared Dade County holidays)

Journeyman \$\_\_\_\_\_ per hour/ per man
Apprentice \$\_\_\_\_\_ per hour/ per man

Labor rate for overtime (between 5:00 P.M. and 8:00 A.M.; Saturday and Sunday including officially declared Dade County holidays). Only when approved by using department prior to overtime work. Cannot exceed 1 1/2 time of the regular hourly rate.

Journeyman \$\_\_\_\_\_ per hour/ per man
Apprentice \$\_\_\_\_\_ per hour/ per man

Parts and Materials shall be at cost plus \_\_\_\_\_ % Mark-up.

Evidence of actual cost shall be required and made available to the using department by the successful bidder. Parts cannot exceed 20% Mark-up. The using department must authorize purchase of any such items prior to actual purchase by the successful bidder.

GROUP III

Miami-Dade International Airport : Neon Lighting System Inspection Maintenance, Repair Service and Parts for the Maintenance Division of the Aviation Department, per Section 3, Paragraph 3.6

- 1. Sign Number 1..... \$\_\_\_\_\_ per quarter
2. Sign Number 2..... \$\_\_\_\_\_ per quarter
Sign Number 3.....(Not included in contract at this time)
3. Sign Number 4..... \$\_\_\_\_\_ per quarter
4. Sign Number 5..... \$\_\_\_\_\_ per quarter
5. Sign Number 6..... \$\_\_\_\_\_ per quarter
6. Sign Number 7..... \$\_\_\_\_\_ per quarter
7. Sign Number 8..... \$\_\_\_\_\_ per quarter
8. Sign Number 9..... \$\_\_\_\_\_ per quarter
9. Sign Number 10..... \$\_\_\_\_\_ per quarter
10. Sign Number 11..... \$\_\_\_\_\_ per quarter
11. Sign Number 12..... \$\_\_\_\_\_ per quarter
12. Sign Number 13..... \$\_\_\_\_\_ per quarter
13. Sign Number 14..... \$\_\_\_\_\_ per quarter
14. Sign Number 15..... \$\_\_\_\_\_ per quarter
15. Sign Number 16..... \$\_\_\_\_\_ per quarter
16. Sign Number 17..... \$\_\_\_\_\_ per quarter
17. Sign Number 18..... \$\_\_\_\_\_ per quarter
18. Sign Number 19..... \$\_\_\_\_\_ per quarter
19. Sign Number 20..... \$\_\_\_\_\_ per quarter
Sign Number 21.....(Not included in contract at this time)
20. Sign Number 22..... \$\_\_\_\_\_ per quarter

SECTION 4  
BID SUBMITTAL FOR:

NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE & REPAIR SERVICE

- 21. Sign Number 23..... \$ \_\_\_\_\_ per quarter
- 22. Sign Number 24..... \$ \_\_\_\_\_ per quarter
- 23. Sign Number 25..... \$ \_\_\_\_\_ per quarter
- 24. Sign Number 26..... \$ \_\_\_\_\_ per quarter
- 25. Sign Number 27..... \$ \_\_\_\_\_ per quarter
- 26. Sign Number 28..... \$ \_\_\_\_\_ per quarter
- Sign Number 29.....(Not included in contract at this time)
- 27. Sign Number 30..... \$ \_\_\_\_\_ per quarter
- 28. Sign Number 31..... \$ \_\_\_\_\_ per quarter
- 29. Sculpture Number 32..... \$ \_\_\_\_\_ per quarter
- 30. Fascia Sign Number 33..... \$ \_\_\_\_\_ per quarter

31. HOURLY LABOR RATES

Additional charges for repairs outside the scope of the inspection maintenance such as major repairs and emergency service.

Labor rate for regular time (8:00 AM thru 5:00 PM; Monday thru Friday excluding officially declared Dade County holidays)

Journeyman	\$ _____ per hour/ per man
Apprentice	\$ _____ per hour/ per man

Labor rate for overtime (between 5:00 PM and 8:00 AM; Saturday and Sunday including officially declared Dade County holidays). Only when approved by using department prior to overtime work. Cannot exceed 1½ time of the regular hourly rate.

Journeyman	\$ _____ per hour/ per man
Apprentice	\$ _____ per hour/ per man

Parts and Materials shall be at cost plus \_\_\_\_\_ % Mark-up.  
(Parts cannot exceed 20% Mark-up)

Evidence of actual cost shall be required and made available to the using department by the successful bidder. The using department must authorize the purchase of any such items prior to actual purchase by the successful bidder.



**SECTION 4  
BID SUBMITTAL FOR:  
NEON SIGNS/LIGHTING SYSTEMS : INSPECTION, MAINTENANCE &  
REPAIR SERVICE**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

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

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

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

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



TITLE OF OFFICER: \_\_\_\_\_ Josh Brown \_\_\_\_\_

**Bid Title:** NEON SIGNS / LIGHTING SYSTEM: INSPECTION, MAINTENANCE & REPAIR SERVICE

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

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

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

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

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

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



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

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

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

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

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**  
 For the County’s information, the bidder is requested to indicate, at ‘A’ and ‘B’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder’s expression of general interest at ‘A’ and ‘B’ below is for the County’s information only and **shall not be binding** on the bidder.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name:

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Street Address:

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Mailing Address (if different):

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Telephone No.: \_\_\_\_\_  
\_\_\_\_\_

Fax No.:

Email Address: \_\_\_\_\_  
\_/\_/\_/\_/\_/\_/\_/\_

FEIN No. \_\_/\_\_-

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

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

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

Print Name: \_\_\_\_\_  
\_\_\_\_\_

Title:

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**



**APPENDIX**

**AFFIDAVITS  
FORMAL BIDS**







## Walters, Vivian (RER)

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**From:** Brown, Josh (ISD)  
**Sent:** Friday, September 28, 2012 9:04 AM  
**To:** Walters, Vivian (RER)  
**Cc:** Hevia, Maria (ISD)  
**Subject:** SBD Preference Request for New Contract IB5465 : Neon Signs/Lighting Systems: Inspection, Maintenance, and Repair Services  
**Attachments:** IB5465 DBD Preference Form.doc; Contact List with Allocation for IB5465.xlsx; ITB IB5465 Neon Signs.docx  
**Importance:** High

Good Morning Vivian,

I have a request for preferences on a contract replacement for Contract IB5465 : Neon Signs/Lighting Systems: Inspection, Maintenance, and Repair Services. I have attached the Form, Allocation Sheet and ITB Draft. I will be out of the office next week, so please include Maria Hevia in your reply so she can attach the proper documents to my files.

Thank you for your help and understanding. Have a great day.

Josh Brown  
Procurement Contracting Officer 1  
111 NW 1st Street, Suite 1300, Miami, FL 33128  
PH: 305-375-4725 Fax: 305-375-4407  
[joshbro@miamidade.gov](mailto:joshbro@miamidade.gov)  
[www.miamidade.gov](http://www.miamidade.gov)

“Delivering Excellence Every Day”