# DEPARTMENTAL INPUT

**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

- New
- OTR
- Sole Source
- Bid Waiver
- Emergency

**Previous Contract/Project No.**

CA8228-3/12-3

**Requisition No./ROPW1100013**

TERMS OF CONTRACT: 2 YEAR(S) WITH 3 YEAR(S) OTR

**Requisition /Project Title:** Marine Lights & Bridge Warning gate Parts – Pre-Qualification

**Description:**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in Section 2 Paragraph 2.6 of this solicitation shall be placed on a Pre-Qualification List that may be accessed by County in order to obtain price quotations for the purchase of parts, supplies, and accessories for Marine Light and Bridge Warning gates for the Miami Dade County Public Works and Waste Management.

**Issuing Department:** ISD for PWWM

**Contact Person:** Mary Hammett

**Phone:** 305-375-5471

**Estimate Cost:** $225,000.00

**Funding Source:**

- GENERAL
- FEDERAL
- OTHER

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## ANALYSIS

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<thead>
<tr>
<th>Commodity Codes:</th>
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<tr>
<td><strong>Contract/Project History of previous purchases three (3) years</strong></td>
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<td>Check here if this is a new contract/purchase with no previous history.</td>
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**Comments:**

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**Continued on another page (s):**

- Yes
- No

## RECOMMENDATIONS

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<tr>
<th>SBE</th>
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<th>Sub-contractor goal</th>
<th>Bid preference</th>
<th>Selection factor</th>
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**Basis of recommendation:**

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**Date sent to DBD:** 2/28/12

**Date returned to DPM:**

Revised April 2005
BID NO.:

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

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

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

SMALL BUSINESS ENTERPRISE MEASURE:........... See Section 2, Paragraph 2.2
USER ACCESS PROGRAM:................................. See Section 2, Paragraph 2.21

FOR INFORMATION CONTACT:
Mary Hammet, 305-375-5471, mhammet@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, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

Procurement Associate: Mary Hammett

Bids will be accepted until 2:00 p.m. on , 2011

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
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 addenda.
Bid Submittal Form shall define the requirement of items to be provided, and must be completed and submitted with the Bid. The Bidder should indicate its name in the appropriate space on each page.
City of Miami-Dade County, Florida
ISDPM 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 Bids, responses from the City.
Registered Vendor shall refer to a firm that has completed the necessary documentation in order to receive Bids, responses from the City.
The Vendor Registration Package shall refer to the Business Entity Registration Application.

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 shall be encouraged to submit Bids. Vendors may enroll with the County to be included on a bid solicitation list for the County. Vendors must become a Registered Vendor. Only Registered Vendors can be invited to bid on County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County reserves the right to invite all qualified small businesses to bid on County contracts. All interested vendors are required to register with the County by contacting the Vendor Assistance Unit.

B. Vendor Registration

To be recommended for award, the County requires that vendors complete the Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including an Accreditation Packet (MBDA form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISDPM), 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 responsible, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits as described in the ISDPM website at www.miamidade.gov or as provided by the Vendor Assistance Unit.

1. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-1.1 of the County Code)

2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 89-193, amending Section 2-8-1(b)(2) of the County Code)

3. Miami-Dade County Employment Drug-Test Workplace Certification (Article 1, Section 2-1.1 of the County Code)

4. Miami-Dade County Drug-Free Workplace Certification (Article 1, Section 2-8.1 of the County Code)

5. Miami-Dade County Domestic Violence Affidavit (Article 1, Section 2-1.1 of the County Code)

6. Miami-Dade County Domestic Violence Affidavit (Article 1, Section 2-1.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-1.1 of the County Code)

8. Miami-Dade County Family Leave Affidavit (Article 5 of Chapter 11 of the County Code)

9. Miami-Dade County Living Wage Affidavit (Section 2-6.9 of the County Code)

10. Miami-Dade County Domestic Lease and Reporting Affidavit (Article 8 & Section 11A-60.9 154-87 of the County Code)

11. Subcontracting Practices (Ordinance 97-36)

12. Subcontractor Supplier Listing (Ordinance 97-104)

13. Environmentally Acceptable Packaging (Resolution R-736-93)

14. W-2 and 1099 Forms

15. Social Security Number

16. Office of Inspector General

17. Small Business Enterprises

18. Antitrust Laws

19. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:
MIAMI-DADE COUNTY

SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.13025(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 operation of a public building or public work, or may not submit Bids on bids for real property to a public entity. A Bid submitted to a public entity for the construction or operation of a public building or public work, or for 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 engage in business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY II for 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information
1. Pursuant to Section 2-11.10 of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority, are subject to the "Claim of Silence." Any communication or inquiries, except for clarification of process or procedures already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the first page of the solicitation. Such inquiries or requests for information shall be submitted to the procurement agent in writing and shall contain the requestor’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 provide a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 11th Floor, Suite 202, Miami, Florida 33128-1993 or email miadprocurement@miami.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 solicitation document and any addenda issued, the solicitation document shall prevail.

3. It is the Bidder’s responsibility to receive notice of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, which no addenda have been issued.

E. Contents of Bid Solicitation and Bidder’s Responsibilities
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pieces 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 45 days prior to the Bid opening date and the protest must be submitted in writing. 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 Regulations, as well as 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 activity regarding this solicitation to be the appropriate form with the Clerk of the Board stating that a particular loudness 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 bid 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 later in writing on the forms likewise 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 ISU/Prius prior to the Bid opening date may withdraw a Bid. A Bid may only 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 cover page of the Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. 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 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 that all invoices be paid within 10 days of receipt. In accordance with Florida Statutes, Section 218.74 and Section 2-3-1.14 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. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall be paid at a rate of interest of thirty (30) days after the due date at the rate of 1% per month on the unpaid balance. Further, procedures to receive disputes for payment of obligations shall be concluded by final written decision of the County Manager, his or her designee(s), but not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS
A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder’s offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder’s firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid."

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION
Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.
MIA MIAMI-DADE COUNTY

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

A. This Bid may be awarded to the responsible Bidders meeting all qualifications as set forth in the solicitation. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains no provisions to that effect.

B. The County reserves the right to negotiate prices with the low bidder provided that the work of this solicitation contains the same.

C. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

D. The County reserves the right to negotiate prices with the low bidder provided that the work of this solicitation contains the same.

E. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

F. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

G. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

H. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

I. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

J. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

K. The County reserves the right to reject any and all Bids to award a contract for the solicitation contains the same.

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) 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. All expenses 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 this Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollar values 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 constitute a contract or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the provisions 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 dollar values that will be used during the contract period.

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 the needs as described herein. However, the County reserves the right to purchase additional quantities at any time, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCES

The evaluation of competitive bids is subject to Sections 2-4.5 of the Miami-Dade County Codes, which, except where contrary to federal or 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 permissible 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 is not 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

(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) vendor demonstrates a 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 non-local business, the non-local business and the local business shall have the opportunity to submit a low 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 requirement of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion of 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 2-9.3 and 2-9.4 of the County Codes, 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 Bidder shall obtain all licenses and/or certifications and pay all permits and/or fees required by law and regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed by 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 written 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. 1841-95, Section 10-34 of the County Code and County Ordinance No. 95-77.

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

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

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

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, related 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 therein. 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 hereinabove 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. 2-19.4 or Sec. 287.055 Fla. Stat.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalties 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 theretofore 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, the related proposer shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumptive is rebutted in accordance with the provisions of Sec. 2-19.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

A. The Collusion Affidavit shall be initialed 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 made will result in the Clerk of the Board being notified that the bidder is not eligible for contract award.

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 deed, 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 deny 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 or services, without notice 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 2-19.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be deemed 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 choice at the Contractor's sole expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
SECTION 5
GENERAL TERMS AND CONDITIONS

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 projects, 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 5-1075 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, their bid submission will be available for public inspection after opening of bids in compliance with Chapter 116 of the Florida Statutes, popularly known as the "Public Records 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 will 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) negotiate with the proposer 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, if appropriate, and evaluate the balance of the proposal. The requirements for submission 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" or "Protected Health Information" 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. Assurance that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidders/Proposers and reasonable assurances that HIP/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.30. CHARLOTTE COUNTY TRANSPORT SYSTEM SALE SURTAX
When proceeds from the Charlotte County Transit System Sales Surtax levied pursuant to Section 93.121 of the Code of Charlotte County are used to pay for all or some part of the cost of this contract, no award for those portions of a Multiple Purchase Order (MPO) utilizing Charlotte County Transit System Sales Surtax funds, as part of a multi-department contract, nor a contract utilizing Charlotte County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purposes unless and until both the following have occurred: 1) the County Commission awards the contract and such award becomes final (defined by expiration of 10 days after such award without vote by the Mayor, or by Commission approval of a vote) and, 2) either, 1) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, 2) in response to the CITT's disapproval, the County Commission realigns the award of the contract by two-thirds (2/3) vote of the Commissioners membership and such realignment 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 2-11.16(34) of the Code of Miami-Dade County, after May 16, 2002, 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, compensation or non-monetary benefit as compensation which is dependent 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 foresees or entrusted by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR - ACCESS TO RECORDS
Pursuant to Ordinance No. 03-142, 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.
2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in Section 2 Paragraph 2.6 of this solicitation shall be placed on a Pre-Qualification List that may be accessed by County in order to obtain price quotations for the purchase of parts, supplies, and accessories for Marine Light and Bridge Warning gates for the Miami Dade County Public Works and Waste Management.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN $50,000 (Bid Preference)

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

A 10% percent bid preference shall apply to awards valued up to $1 million and a 5% percent bid preference shall apply to awards greater than $1 million. A SBE/Micro Business Enterprise must be certified by the Sustainability, Planning, and Economic Enhancement Department, Small Business Development (SBD) Division 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 Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process.

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 TWENTY-FOUR (24) MONTHS

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 Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for twenty-four months and upon completion of the expressed and/or implied warranty periods.

2.5 OPTION TO RENEW FOR THREE (3) ADDITIONAL YEAR(S)

The initial contract prices resultant from this solicitation shall prevail for a three (3) year(s) period from this contract’s initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year(s) period on a year-to-year basis. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County’s right to exercise the option period, the County will consider the vendor in default which decision shall effect that vendor’s eligibility for future
contracts.

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES
Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

1. The vendor shall provide evidence that it is an Authorized Distributor of B & B Roadway able to provide parts for equipment manufactured by that company. This evidence shall be in the form of a letter from B & B Roadway on that company's letterhead stating such, and signed by a duly authorized representative of B & B Roadway.

2. The Vendor shall provide three (3) references of companies or organizations to which they have provided similar services and/or parts manufactured by B & B Roadway equivalent to those required by Miami-Dade County. The references shall contain the client's name, type of services/parts, contact person and title, telephone number, etc.

3. The Vendor shall have a dedicated, working fax machine that is available 24 hours per day, seven-days per week for receiving Invitations to Quote and other correspondence relevant to the contract.

These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County either on an as needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

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

Spot market pricing procedures may be initiated either by the using County department or by Internal Services Department. In general, written spot market quotes will be gathered from at least two (2) vendors whenever possible. The quotation procedures specific to this contract are as follows:

2.6.1 SPOT MARKET PURCHASING PROCEDURES
In accordance with Section 2 Paragraph 2.6 of the Special conditions, the County shall pre-quality vendors for participation in spot market purchases. The county shall perform spot market purchasing for all requirements listed in this Invitation to Bid on an as needed basis. The user Department shall fax and Invitation to Quote (ITQ) to all pre-qualified vendors under this contract. Pre-qualified vendors shall respond with the time frame stipulated on the ITQ. The selected vendors shall be the vendor who offers the lowest responsive/responsible price and guarantees that its price is fixed and firm for a specific period or specific purchase as specified in this ITQ.
SECTION 2
SPECIAL CONDITIONS

Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

At the time of spot Market Purchases, a Small business Enterprise (SBE) bid preference and local preference will apply to the request for Price Quotes and eventual evaluations thereof.

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/cbd.

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

2.7 PRICES INTENTIONALLY OMITTED

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CANNOT BE CONSIDERED: ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REQUIRED

The equipment to be repaired is critical to County operations; therefore, only parts produced by the original equipment manufacturer shall be accepted under this solicitation.

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE INTENTIONALLY OMITTED

2.12 BID GUARANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATIONS INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:
SECTION 2
SPECIAL CONDITIONS

Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

- 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

2.16 SHIPPING TERMS F.O.B. DESTINATION

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at Miami Dade County Public Works and Waste Management.

2.17 DELIVERY SHALL BE DETERMINED AT TIME OF SPOT MARKET ORDER

The vendor shall make deliveries within the time specified at the time of the spot market order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery 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 delivery 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 deliver within the time frame determined at the time of the order, the county reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the county has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-
procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contract the appropriate user department to confirm the authorization.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY REQUIREMENTS INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-5471 email – mhammet@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
Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

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 workdays of receipt of an order, of a decision to decline the order.

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

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

VENDOR COMPLIANCE

If a vendor fails to comply with 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 ADDITIONAL ITEMS MAY BE PURCHASED

Although this solicitation and resultant contract states a specific items to be purchased by the County, it is understood and agreed that the County may, purchase additional parts.

2.24 ADDITIONAL FACILITIES

Although this solicitation and resultant contract identifies specific facilities to be serviced, and tests to be conducted, 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 be invited to submit price quotes for these additional facilities or tests. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s)
SECTION 2

SPECIAL CONDITIONS

Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) 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 or additional tests 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.

2.25 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS AND GOVERNMENTAL AGENCIES

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or governmental agency may avail itself of this contract and purchase any and all items specified herein from the successful vendor(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).

2.26 ENVIRONMENTALLY ACCEPTABLE PACKAGING

Effective June 16, 1992, all contracts in excess of ten thousand ($10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida’s solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, vendors shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the vendor shall be given the opportunity to provide the information during the offer evaluation period. At such time, the vendor shall be given fifteen (15) calendar days to submit this information.
MIAJMI-DADE COUNTY

SECTION 2
SPECIAL CONDITIONS

Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

Vendors wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.27 REPLACEMENT PARTS, SUPPLIES, AND ACCESSORIES SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.28 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s), which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.
SECTION 3
TECHNICAL SPECIFICATIONS

Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

3.1 SCOPE OF WORK
Vendor shall furnish and deliver certified OEM replacement parts, supplies and accessories for B & B roadway Marine Lighting and Bridge Warning gates, to Miami-Dade County Public Works and Waste Management Department.

3.2 MINIMUM CRITERIA
Please refer to Section 2 Paragraph 2.6

3.3 The following is a list of B & B Roadway parts, supplies and accessories currently being used throughout Miami Dade County.

3.3.1 B & B AUTOMATIC SAFETY GATE MODEL VT-40

3.3.2 B & B PIER LIGHT MODEL MS53
The model MS53 pier light is used for making piers and fenders. The MS53 Pier shall meet all U.S. Coast Guard regulations.

3.3.3 B & B TAMPER-PROOF PIER LIGHT MODEL MS53-VR
The Model MS53-VR Tamper-proof Pier Light is used for marking piers and fenders in applications where tamper-resistance is vital.

3.3.4 B & B AUTOMATIC SAFETY GATE MODEL VT-77
The gate shall be of the standard vertical to horizontal arm type, shall have a weatherproof housing and operation mechanism and shall include such controls, accessories, and modifications as specified.

3.3.5 B & B BASCULE SPAN LIGHT MODEL CC70305
Is used for marking the span position as required by U.S. Coast Guard regulations.

3.3.6 B & B HORIZONTAL SWING GATE MODEL SWP-7010
The gate is a horizontal swing, shall have a weatherproof housing and operating mechanism and shall include such controls, accessories and modifications as specified.

3.3.7 B & B PLUNGER LIMITS SWITCH MODEL PLS
Heavy-duty limits switch designed for use on loading docks, ramps, machine tools, bridges and other movable structures.

3.3.8 B & B ROTARY LIMIT SWITCH MODEL AVL
Shall be rotary cam type, heavy-duty limit switch designed for rugged industrial use, minimal maintenance and long life.

3.3.9 B & B GONG MODEL Z-555
Shall be a heavy-duty, motor driven industrial quality-warning bell. It shall be suitable for a variety of traffic control applications, including mounting on traffic control gates and barriers as an audible warning to both pedestrians and motor traffic.

3.3.10 B & B LIGHTWEIGHT WARNING LIGHTS MODELS AL -4 & AL-7
Lightweight warning lights shall be moisture and corrosion-proof units, designed for long life under normal operation conditions.
3.3.11 B & B POSITIVE RESISTANCE BARRIER GATE MODEL VT*6801
The barrier shall be of the standard vertical to horizontal arm and shall be equipped with an energy absorption cable assembly, shall have a weatherproof housing and operating mechanism.

3.3.12 B & B CHANNEL LIGHT MODEL MSC 301
The model MSC301 Channel Margin Light (180-degree red lens) shall be used for marking the edge of channel.

3.3.13 B & B BASCULE SPAN LIGHT MODEL MS66
Span light is used for making the span position, as required by U.S. Coast Guard regulations.

3.3.14 B & B VERTICAL LIFT SPAN LIGHT MODEL MS88
SPAN LIGHT IS URSED 11w making the span position, as required by U.S. Coast Guard regulations. The light shall be switch able from red (180 degree) to green (360 degree) as the span is raised.

3.3.15 B & B SOLAR POWERED PIER LIGHT MODEL MS26
Shall be used as a temporary pier light suitable for all applications. The light shall be extremely reliable, require minimal maintenance and shall be well adapted to construction and offshore application.

3.4 SPORT MARKET PURCHASING PROCEDURES
Please refer to Section 2, Paragraph 2.6.1
SECTION 4
BID SUBMITTED FOR:

FIRM NAME: ____________________________

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

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

MIAMI-DADE COUNTY

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

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: MH
ISD/PM Date Issued: This Bid Submittal Consists of Pages through

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
Marine Lights & Bridge Warning Gate Parts- Pre-Qualification

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL Renders the Bidder INELIGIBLE for local preference.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL Render your Bid NON-RESPONSIVE.
1. The Vendor shall provide evidence that it is an Authorized Distributor able to provide parts for equipment manufactured by B & B Roadway. This evidence shall be in the form of a letter from B & B Roadway on that company’s letterhead, and signed by a duly authorized representative of B&B Roadway. This letter from B & B Roadway shall be provided at the time of bid submittal. (Please See section 2 Paragraph 2.8)

   Have you included the above with your Bid Submittal? Yes ☐ No ☐

2. The Vendor shall provide three (3) references of companies or organizations that they have provided similar services for parts manufactured by B & B Roadway equivalent to those required by Miami-Dade County. The references shall contain the client’s name, nature of project, contract person, telephone number, etc.

   Have you included the three (3) references as required above? Yes ☐ No ☐

REFERENCES:

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3. The Vendor shall have a dedicated, working fax machine that is available 24-hours per day, seven-days per week for receiving Invitations to Quote and other correspondence relevant to the contact.

   What is your dedicated fax machine phone number? ________________________
MIAMI-DADE COUNTY

SECTION 4
BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

__________

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

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

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ________________________________

AUTHORIZED SIGNATURE: _____________________  DATE: __________

TITLE OF OFFICER: ____________________________

13
Bid Title:
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 submission 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 admitting 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(a) 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 proposal 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 office, 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 210.473 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 appropriate. The County reserves 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 287.6 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 interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes __________ No __________

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?
MIAMI-DADE COUNTY

BID SUBMITTAL FORM

Yes No

Firm Name: ____________________________________________

Street Address: ____________________________________________

Mailing Address (if different): ____________________________________________

Telephone No.: ______________________ Fax No.: ______________________

Email Address: ______________________ FEIN No. __________

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

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.

Revised 1/12/12
APPENDIX

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

Contract No.: 
Identification Number (FIN): 
Contract Title: 

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure
   Sec. 2-8.1 of the County Code

2. Miami-Dade County Employment Disclosure
   County Ordinance No. 99-133, amending Section 2-8.1(d)(2) of
   the County Code

3. Miami-Dade County Employment Drug-free
   Workplace Certification
   Section 2-8.12(b) of the County Code

4. Miami-Dade County Disability Non-Discrimination
   Article 1, Section 2-8.1.5 Resolution R105-09 amending
   R-383-92

5. Miami-Dade County Debarment Disclosure
   Section 10.28 of the County Code

6. Miami-Dade County Vendor Obligation to County
   Section 2-8.1 of the County Code

7. Miami-Dade County Code of Business Ethics
   Article 7, Section 2-8.1(e) and 3-1.18(1) of the County Code through (9)
   and (10) of the County Code and County Ordinance No. 95-1 amending
   Section 2-11.1(c) of the County Code

8. Miami-Dade County Family Leave
   Article V of Chapter 11 of the County Code

9. Miami-Dade County Living Wage
   Section 2-8.1 of the County Code

10. Miami-Dade County Domestic Leave and Reporting
    Article 8, Section 11A-60 (11A-67 of the County Code

Printed Name of Affiant
Printed Title of Affiant
Signature of Affiant
Name of Firm
State
Zip Code
Address of Firm
Date

Notary Public Information

Notary Public - State of ____________________ County of ____________________

Subscribed and sworn to (or affirmed) before me this ____________________ day of ____________________ 20__

by ____________________ He or she is personally known to me ( ) or has produced identification ( )

Type of Identification produced ____________________

Signature of Notary Public ____________________ Serial Number ____________________

Print or Stamp of Notary Public ____________________ Expiration Date ____________________ Notary Public Seal ____________________

Page 1 of 3
Revised 1/12/12
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

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

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_________________________   ______________________
Signature                  Date
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: ____________________________

Bid No.: ____________________________ Title: ____________________________

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

<table>
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<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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<th>Business Name and Address of Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent’s Signature: ____________________________

Print Name: ____________________________ (Duplicate if additional space is needed)

Print Title: FORM 100

Date: ____________________________
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<tr>
<th>COMPANY NAME</th>
<th>TRADE CATEGORIES</th>
<th>ADDRESS</th>
<th>CONTACT</th>
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<td>Sustainability, Planning and Economic Enhancement Department</td>
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