



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

New Contract     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. EPP8143-4/11-4  
 Re-Bid     Other    LIVING WAGE APPLIES:  YES  NO  
 Requisition No./Project No.: RQID1300010    TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: TRUCK SCALE PURCHASE, REPAIR AND MAINTENANCE

Description:  
 The purpose of this solicitation is to establish a contract for the replacement of motor truck deep pit and above ground scales, and for the preventive maintenance, repair and calibration for new and existing scales. Miami-Dade County may purchase and require these services on an as needed basis.

The contract will consist of two groups as specified below:

1. Group A – Pre-Qualification and Subsequent Spot Market Procedures for Replacement of Motor Truck Deep Pit and Above Ground Scales.
2. Group B – Preventative Maintenance, Inspection, Calibration, Repair, and Emergency Services.

Issuing Department: PWWM    Contact Person: Lou Rodriguez    Phone: (305) 258-1837  
 Estimate Cost: \$812,500    Funding Source: GENERAL    FEDERAL    OTHER Proprietary

**ANALYSIS**

<b>Commodity Codes:</b>	<u>939-79</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><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	Cardinal Scale Manufacturing Co.			
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$203,750.00	\$	\$	
<b>Comments:</b>				

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

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

Basis of recommendation:  
 [Redacted]

Sign: Comdes Betancourt    Date sent to SBD: 10/22/2012  
 Date returned to DPM: [Redacted]

RECEIVED  
 DEPT. BUSINESS DEV.  
 2012 OCT 22 PM 3:12



**BID NO.:**

**OPENING: 2:00 P.M.**

**, 2012**

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**Truck Scale, Purchase, Repair, And Maintenance**

**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>N/A</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, Paragraph 2.11</b>
<b>PRE-BID CONFERENCE/WALK-THRU: .....</b>	<b>N/A</b>
<b>SMALL BUSINESS ENTERPRISE MEASURE: .....</b>	<b>See Section 2, Paragraph 2.2</b>
<b>SAMPLES/INFORMATION SHEETS:.....</b>	<b>N/A</b>
<b>MDPHA SECTION 3: .....</b>	<b>N/A</b>
<b>INSPECTION OF EQUIPMENT: .....</b>	<b>See Section 2, Paragraph 2.8</b>
<b>USER ACCESS PROGRAM:.....</b>	<b>See Section 2, Paragraph 2.21</b>
<b>WRITTEN WARRANTY: .....</b>	<b>See Section 2, Paragraph 2.19</b>
<b>LIVING WAGE: .....</b>	<b>N/A</b>

**FOR INFORMATION CONTACT:**

**LOURDES BETANCOURT, CPPB, 305-375-4121, L1121@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 BIDDER 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 SERVICES DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number:**

**Bid Title:** TRUCK SCALES; PURCHASE, REPAIR, AND MAINTENANCE

**Procurement Officer:** LOURDES BETANCOURT, CPPB

**Bids will be accepted until 2:00 p.m. on \_\_\_\_\_, 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 SERVICES 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 [Miami-Dade County - Procurement Management - Vendor Services](#).

**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.
- 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

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

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(t) 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@miamidadegov](mailto:clerkbcc@miamidadegov).
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/Implementing 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 requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any

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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 implies 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. 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.
- B. Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.
- C. If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen

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percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

- D. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- E. At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2013, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

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

**1.12. BID PROTEST**

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

**1.13. LAWS AND REGULATIONS**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall 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. SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors (refer to the Subcontractor/Supplier Listing Sub 100 form). In the event that the successful Bidder demonstrates to the County prior to award that this information is not reasonably available at that time, the successful Bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. As a condition of final payment under a contract, the successful Bidder shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor (refer to the Subcontractor Payment Report Sub 200 form at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>).

**1.17. 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.

**1.18. DELIVERY**

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

**1.19. 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.

**1.20. 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.

**1.21. 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.

**1.22. 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

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order or award sheet, as appropriate.

**1.23. 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."

**1.24. 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/implementing 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.

**1.25. 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.

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

**1.27. 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.

**1.28. 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.

**1.29. 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.

**1.30. 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;
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.

**1.31. 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

**1.32. 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.

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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.

**1.33. COMMISSION AUDITOR – ACCESS TO RECORDS**

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

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**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the replacement of motor truck deep pit and above ground scales, and for the preventive maintenance, repair and calibration for new and existing scales. Miami-Dade County may purchase and require these services on an as needed basis.

The contract will consist of two groups as specified below:

1. Group A – Pre-Qualification and Subsequent Spot Market Procedures for Replacement of Motor Truck Deep Pit and Above Ground Scales.
2. Group B – Preventative Maintenance, Inspection, Calibration, Repair, and Emergency Services.

**2.2 SMALL BUSINESS CONTRACT MEASURES**

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code).

A 10% (ten percent) preference shall apply for certified Micro bidders on awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises 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/PRE-OFFER CONFERENCE (RECOMMENDED):**

A pre-bid conference will be held on (date) at Stephen P. Clark Center at Public Works Waste Management Department's Resources Recovery Facility located at 6990 N.W. 97<sup>th</sup> Avenue, Miami, FL 33152 to discuss the locations, a site walk-thru to inspect equipment, special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

**SECTION 2**  
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**2.4 TERM OF CONTRACT: FIVE (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 Internal Services Department (ISD) Procurement Management Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last month of the five-year period.

**2.5 OPTION TO RENEW**

INTENTIONALLY OMITTED

**2.6 METHOD OF AWARD: USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES – GROUP A – REPLACEMENT OF MOTOR TRUCK DEEP PIT AND ABOVE GROUND SCALES:**

Award of Group A will be made to all responsive, responsible Bidders who meet the minimum qualification set forth below.

- a. The Bidder shall be regularly engaged in the business of providing and installing truck deep pit and above ground scales.

The awarded Bidders shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis.

Awarded Bidders will be placed on a "Pre-qualified Bidders List", which will be accessed by the County, as needed, to obtain Spot Market quotations via an Invitation to Quote (ITQ). The user department will state its terms, conditions and specifications on the ITQ, including, but not limited to liquidated damages for late delivery, etc., in accordance with its needs.

Spot market pricing procedures may be initiated by the using County department. The quotation procedures specific to this contract are as follows:

When a need is identified by the user department, pre-qualified Bidders will be invited to offer a fixed price and firm delivery time for the specified items. The responsive, responsible pre-qualified Bidder offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products proposed meet or exceeds the ITQ's specifications and requirements. The award of the ITQ to one Bidder does not preclude the ability of the remaining pre-qualified Bidders from submitting offers for other ITQ as requested by the County.

It shall be the sole prerogative of the County as to the total amount of pre-qualified Bidders in this pool. During the term of this contract, the County reserves the right to add or delete pre-qualified Bidders. If the County elects to add Bidders, they must meet the same minimum qualifications established for the original competition.

Bidder shall hold a valid Certificate of Conformance from the National Type Evaluation Program (NTEP) <http://www.ncwm.net/certificates> evaluated by the National Conference on Weights and Measurements for maintenance, repair and calibration work for Motor Trucks

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Deep Pit and Above Ground Scales issued by an appropriate State or County agency as a condition of award of any spot market ITQ during the term of the contract. The Certificate of Conformance shall certify that the product(s) offered by the Bidder in conjunction with this solicitation have been a duly approved manufacturer who demonstrated their ability by the State or County agency to produce Motor Trucks Deep Pit and Above Ground Scales that conform to the applicable standards before introducing those devices into the marketplace. If any or all work required in conjunction with the contract resultant from this solicitation will be performed by a subcontractor(s) an applicable Certificate of Conformance issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, the County may at its sole option and in its best interests, allow the Bidder to supply the subcontractor(s) certificate to the County during the offer evaluation period.

**2.6.2 GROUP B: PREVENTATIVE MAINTENANCE, INSPECTION, CALIBRATION REPAIR, AND EMERGENCY SERVICES (TO LOWEST PRICED AWARDED BIDDER BY ITEM):**

Award of Group B will be made to the lowest priced responsive, responsible Bidder who offers the lowest price on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate and who meets or exceeds the minimum qualification criteria below.

The locations are specified in Section 3, Paragraph 3.2.

The County reserves the right to request any additional information during evaluation for any of the above.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT (GROUP B ONLY):**

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

**2.8 INSPECTION OF EQUIPMENT (RECOMMENDED)**

See Section 2.3 Pre-Bid/Pre-Offer Conference (Recommended)

**2.9 EQUAL PRODUCT**

INTENTIONALLY OMITTED

**2.10 LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS (GROUP A ONLY)**

Liquidated Damages may be specified in the ITQ issued by each department.

**2.11 INDEMNIFICATION AND INSURANCE**

**INDEMNIFICATION AND INSURANCE (1) – INSTALLATION, GENERAL SERVICE, REPAIR AND MAINTENANCE CONTRACT**

The awarded Bidder 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

**SECTION 2**  
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actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Bidder or its employees, agents, servants, partners principals or subcontractors. The 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 issue thereon. The Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

The awarded Bidder shall furnish to the Internal Services Department / Procurement Management Services, 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. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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.

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 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 Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without 30 days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

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

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**Compliance with the foregoing requirements shall not relieve the awarded Bidder 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 awarded Bidder 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 awarded Bidder 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 awarded Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the awarded Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

The awarded Bidder 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 awarded Bidder in accordance with Section 2 Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the awarded Bidder 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 awarded Bidder in accordance with Section 1 Paragraph 1.23 of this solicitation.

**2.12 BID GUARANTY**

INTENTIONALLY OMITTED

**2.13 PERFORMANCE BOND**

INTENTIONALLY OMITTED

**2.14 CERTIFICATES**

INTENTIONALLY OMITTED

**2.15 METHOD OF PAYMENT: LUMP SUM PAYMENT AFTER WORK IS COMPLETED**

Upon completion and acceptance of the work required in conjunction with this contract, the awarded Bidder(s) shall submit one lump sum invoice that reflects the total value of the purchase order. This invoice shall be submitted to the County user department(s) that accessed the contract.

All invoices shall contain the following basic information:

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I. Awarded Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Awarded Bidder'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:**

INTENTIONALLY OMITTED

**2.17 DELIVERY REQUIREMENTS**

INTENTIONALLY OMITTED

**2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED (GROUP A ONLY)**

INTENTIONALLY OMITTED

**2.19 WARRANTY:**

**2.19.1 SHALL BE ONE (1) YEAR (FOR GROUP A ONLY)**

- A. Type of Warranty Coverage Required

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In addition to all other warranties that may be supplied by the awarded Bidder, the awarded Bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the awarded 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 awarded Bidder does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The awarded 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 awarded Bidder of such deficiency in writing. If the awarded Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County 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: Lourdes Betancourt, at (305) 375-4121 email – [L1121@miamidade.gov](mailto:L1121@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 awarded Bidder 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. Awarded Bidder's 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

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approved entities a UAP Participant Validation Number. The awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Awarded Bidder's participation in this joint purchase portion of the UAP, however, is voluntary. The awarded Bidder 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 Bidder 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 awarded Bidder 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 awarded Bidder and shall be paid by the ordering entity less the 2% UAP.

**AWARDED BIDDER COMPLIANCE**

If an awarded Bidder fails to comply with this section, that awarded Bidder 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 awarded Bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

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

**2.24 ADDITIONAL DEPARTMENTS/FACILITIES MAY BE ADDED**

Although this solicitation identifies specific departments and facilities for the purchase and service, 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.

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

**2.25 COMPLIANCE WITH FEDERAL STANDARDS**

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

**2.26 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE AWARDED BIDDER:**

Unless otherwise provided in an ITQ, the awarded Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications of the ITQ, 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.

**2.27 LICENSES, PERMITS AND FEES**

The awarded Bidder shall obtain and pay for all licenses, permits, hazmat fees and any other government fees, inspection fees, and/or other applicable fees required for performance of work on this contract, 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 awarded Bidder for failure to obtain required licenses, permits or fines shall be borne by the awarded Bidder.

**2.28 WORK ACCEPTANCE**

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

**2.29 FURNISH AND INSTALL REQUIREMENTS**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project.

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

**2.30 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 awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**2.31 ADDITIONAL ITEMS**

It is understood and agreed that the County may purchase additional items or units from the awarded Bidder; provided that these additional items or units represent the same manufacturer, model or brand.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

The Miami Dade County, Public Works and Waste Management Department owns and operates ten (10) scales located at various facilities within the County. There are two types of scales: four (4) Deep Pit scales and eleven (11) Above ground scales. The County may include additional scales at other locations as needed. The purpose of the scales is to weigh incoming and outgoing garbage and trash trucks and trailers. Some scales are approaching the end of their useful lives and as such some of the Deep Pit scales will require replacement in the future. In conjunction with Section 2.0 para. 2.8 "Inspection of Equipment", all replacement scales are required to be direct replacements with no dimensional modifications. Given the age and obsolescence of some of the existing scales, all Bidders shall avail themselves of the scale technologies in place, existing site conditions for each site and scale.

The replacement of Motor Truck Deep Pit scales will consist of furnishing all materials, labor, services and equipment to remove and dispose of the existing scale, shipment, delivery and off loading of new above ground scale as well as installation, calibrations and all the modifications necessary for the new above ground scale to be fully operational.

The awarded bidder shall perform quarterly inspection and calibration of all scales at each facility. Tests must be performed with approved test weights. Adjustments are to be made, as necessary, to make scale weigh within State of Florida accepted tolerance. If during the course of the inspection, it is determined that repairs are necessary to insure accurate operation of the scale(s), the technician shall notify the designated project manager in order to issue a work order for the repairs. If parts are needed for repair, the awarded Bidder shall provide copies of invoices for parts purchased and billed to the County. At the time the need for repairs is identified and agreed upon by the County, the County will require the awarded bidder to provide quotation with detail to include but not limited to hourly rate, cost of parts and/or supplies, and warranty information. If a Bidder fails to submit an offer for all items within a location, its offer for that specific location will be rejected.

**3.2 PRE-MAINTENANCE INSPECTION**

The awarded Bidder and the County shall meet to inspect existing County equipment to determine which equipment shall be repaired prior to the awarded Bidder start of the delivery of services.

The bidder shall include the cost of repairs and/or upgrade that is required immediately to provide safe and proper operation of the equipment. For this purpose, the Bidder shall make a field survey of the "equipment to be maintained" and produce, with the Bid, an itemized list and program for corrections and/or repairs needed to bring the equipment to safe and proper working condition.

The pricing for these improvements will be submitted under the bid schedule. An itemized list of work to be performed as such corrections and repairs shall be attached to the initial bid response. The cost of these improvements will be a one-time fee and improvements shall be performed prior to commencement of this contract's services and during the initial term of the contract. The awarded Bidder is solely responsible for all equipment "as is" covered by the contract from the date of the contract award. Bidders are advised that this inspection and associated bid submission documents are considered a bidding requirement, and as such are to be provided at no separate cost or price to the County.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.3 PREVENTATIVE MAINTENANCE, INSPECTION, CALIBRATION, REPAIR, AND EMERGENCY SERVICES**

The awarded Bidder in Group B shall perform quarterly inspection, calibration, preventative maintenance, repair and emergency services of all scales. Tests must be performed with approved test weights. Adjustments are to be made, as necessary to comply with the Department of Agriculture Weights and Measures requirements to make scale weight within State of Florida accepted tolerance. If during the course of the inspection, it is determined that repairs are necessary to ensure accurate operation of the scale(s), the technician shall notify the designated project County manager in order to issue a work order for the repair. At the time the need for repairs is identified and agreed upon by the County, the County will require the awarded Bidder to provide a written quotation with detail to include but not limited to hourly rate, cost of supplies, and warranty information. A written report of the problem, with correcting recommendations shall be submitted to the affected County department.

The awarded Bidder shall furnish all materials, labor, repair, services and equipment necessary for the preventative maintenance, inspection, calibration, and repair of the deep pit and above ground scales in Miami-Dade County.

All preventative maintenance, calibration, and repairs are to be performed by duly authorized and qualified repair companies using qualified, State of Florida certified technicians. Additionally, companies should possess heavy load capacity test equipment.

No repairs are to be made without prior authorization in writing from the designated project manager or scale house supervisor.

The awarded Bidder shall provide twenty-four (24) hours, 7 days a week emergency service/ additional repairs to the County under the contract. Emergency services/ additional repairs under this contract shall be any unforeseen, unanticipated work not listed under the routine Preventative Maintenance Services in this section of Technical Specifications of this Invitation to Bid. Emergency / additional work will be paid at the regular industry rate (as posted in the awarded Bidder(s) facility) when performed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., including County observed holidays; and at time and a half (1-½) when performed at any other time, including County observed holidays. Emergency service response time shall be within three (3) hours after notification by the County.

**3.4 EXISTING SCALES**

Digital weight indicators and scoreboard display must be covered by the maintenance. All scales interface with computer systems supplied and maintained under separate contract. Components for each system include:

1. 1 each Dell OPTIPLEX 755
2. 1 each Dell 19" MONITOR
3. 2 each Epson TM-T881V
4. 2 each Surge protectors
5. 1 each Hayes internal model with phone line
6. 2 each Scanners MAGTEK
7. 2 each Signature pads (Topaz)

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.5 REPAIR TICKETS**

All repair tickets must include, at a minimum, the following information:

1. Facility
2. Date of Service
3. Equipment Type and Model
4. Serial Number
5. Problem or complaint
6. Corrective action, including itemized charges for parts and labor
7. Purchase Order
8. Number of Technician performing service

All preventive maintenance and calibration testing tickets shall include, at a minimum, the following:

1. Facility
2. Date of Service
3. Equipment Type and Model
4. Serial number
5. Purchase Order Number
6. Name of Technician performing service

**3.6 TASKS**

- a. All inspections and repairs are to be performed by authorized scale and repair companies using qualified technicians having knowledge of the trade as specified in Section 2.6.
- b. All site preparation (such as cleaning the pit) necessary to facilitate the repair and/or maintenance of the scales shall be the responsibility of the awarded Bidder.
- c. All necessary sandblasting, priming, and painting of scale equipment shall be the responsibility of the awarded Bidder. This work may be performed by a sub-contractor, subject to approval by the County.
- d. No repairs are to be made without prior authorization in writing from the designated County project manager (Facility Superintendent, Assistant Director or Scalehouse Supervisor).

**3.7 EQUIPMENT BEYOND REPAIR**

During the term of the contract, equipment that is determined by the awarded Bidder's experience and expertise to be beyond economical repair shall be reported to the County with supporting documentation such as service note, technical service bulletins, and parts availability. The County will determine to whether or not remove equipment from operation.

**3.8 INSTALLATION AND MAINTENANCE MANUALS TO BE PROVIDED**

The Bidder shall supply the County with a minimum of five (5) comprehensive installation and maintenance manuals which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The payment may be withheld until such time as these manuals are received by the County.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.9 POTENTIALLY HAZARDOUS MATERIALS:**

If the work to be performed under the resulting contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided by the Bidder.

**SECTION 4**  
**BID SUBMITTAL FORM**

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

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



**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: **ISD/PM** Date Issued: This Bid Submittal Consists of  
**Lourdes** Pages **15** through **18**  
**Betancourt**

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:**  
**Truck Scale, Purchase, Repair, And Maintenance**

A Bid Deposit in the amount of \_\_\_\_\_ of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of \_\_\_\_\_ of the total amount of the bid will be required upon execution of the contract by the successful Bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>938-79</b>	
Procurement Contracting Officer	<b>Lourdes Betancourt</b>

FIRM NAME \_\_\_\_\_

**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 RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.**

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

**CHECKLIST FOR REQUIRED ATTACHMENTS:**

This checklist must be completed by all Bidders.

*Bidders may bid on multiple groups in which they are capable of performing the work*

Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.

Reference:	<p><b><u>GROUP A – REPLACEMENT OF MOTOR TRUCK DEEP PIT AND ABOVE GROUND SCALES</u></b></p>
Paragraph 2.6.1A a)	<p>The Bidder shall be regularly engaged in the business of furnishing, installing and maintaining motor trucks deep pit and above ground scales and must have performed the services stipulated and must provide three (3) verifiable references that the firm has been in business for that length of time.</p> <p>Company Name: _____          Contact Person: _____          Title: _____          Address: _____          Phone Number: _____</p> <p>Company Name: _____          Contact Person: _____          Title: _____          Address: _____          Phone Number: _____</p> <p>Company Name: _____          Contact Person: _____          Title: _____          Address: _____          Phone Number: _____</p> <p>These references demonstrate to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry. Determination of experience and expertise is at the sole discretion of Miami-Dade County.</p>

<p>Reference:</p>	<p><b><u>GROUP A – REPLACEMENT OF MOTOR TRUCK DEEP PIT AND ABOVE GROUND SCALES</u></b></p>
<p>2.6.1A c)</p>	<p><b><u>CERTIFICATE OF CONFORMANCE</u></b>          Bidder shall hold a valid Certificate of Conformance for maintenance, repair and calibration work for Motor Trucks Deep Pit and Above Ground Scales issued by an appropriate State or County agency. The Certificate of Conformance shall certify that the product(s) offered by the Bidder in conjunction with this solicitation have been duly approved by the State or County agency. If any or all work required in conjunction with the contract resultant from this solicitation will be performed by a subcontractor(s) an applicable Certificate of Conformance issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, the County may at its sole option and in its best interests, allow the Bidder to supply the subcontractor(s) certificate to the County during the offer evaluation period.</p>
	<p>Bidder shall submit a Material Safety Data Sheet (MSDS) with their proposal at the time of bid opening.</p>

<p>Reference:</p>	<p><b>GROUP B: PREVENTATIVE MAINTENANCE, INSPECTION, CALIBRATION, REPAIR, AND EMERGENCY SERVICES (TO LOWEST PRICED AWARDED BIDDER BY ITEM):</b></p>
<p>Paragraph 2.6.2B a)</p>	<p>The Bidder shall be regularly engaged in the business of maintaining motor trucks deep pit and above ground scales and must have performed the services stipulated herein and must provide three (3) verifiable references that the firm has been in business for that length of time. Determination of experience and expertise is at the sole discretion of Miami-Dade County.</p> <p>Provide at least three (3) current verifiable references from recent customers and shall be included in the Bidder's submittal. These references demonstrate to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry. Determination of experience and expertise is at the sole discretion of the County.</p> <p>Company Name: _____          Contact Person: _____</p>

<p>Reference:</p>	<p><b>GROUP B: PREVENTATIVE MAINTENANCE, INSPECTION, CALIBRATION, REPAIR, AND EMERGENCY SERVICES (TO LOWEST PRICED AWARDED BIDDER BY ITEM):</b></p>
	<p>Title: _____          Address: _____          Phone Number: _____</p> <p>Company Name: _____          Contact Person: _____          Title: _____          Address: _____          Phone Number: _____</p> <p>Company Name: _____          Contact Person: _____          Title: _____          Address: _____          Phone Number: _____</p> <p>These references demonstrate to the County's satisfaction that the Bidder has sufficient experience and expertise in the industry. Determination of experience and expertise is at the sole discretion of Miami-Dade County.</p>
<p>2.6.2B c)</p>	<p><b><u>CERTIFICATE OF CONFORMANCE</u></b></p> <p>Bidder shall hold a valid Certificate of Conformance for maintenance, repair and calibration work for Motor Trucks Deep Pit and Above Ground Scales issued by an appropriate State or County agency. The Certificate of Conformance shall certify that the service(s) offered by the Bidder have been duly approved by the State or County agency. If any or all work required in conjunction with the contract resultant from this solicitation will be performed by a subcontractor(s) an applicable Certificate of Conformance issued to the subcontractor(s) shall be submitted with the Bidder's offer.</p>
	<p>Bidders are to include with their bid submittal a copy of their current industry rate.</p>
	<p>Prices quoted for quarterly inspections must include cost of test truck, mileage, technicians and any other standard equipment used in the process of calibrating the motor truck scale.</p>
	<p>Bidder(s) are to include with their bid submittal a copy of their current industry rate.</p>

Reference:	<b>GROUP B: PREVENTATIVE MAINTENANCE, INSPECTION, CALIBRATION, REPAIR, AND EMERGENCY SERVICES (TO LOWEST PRICED AWARDED BIDDER BY ITEM):</b>
	Bidders shall include with their bid submittal a letter identifying what their current hourly repair rate is.

**GROUP B:**

**SITE SUMMARIES AND IN PLACE SCALE CHARACTERISTICS**

The Bidder and the County shall meet to inspect existing County equipment to determine which equipment shall be repaired prior to the awarded Bidder start the delivery of services, as the awarded Bidder will be responsible for all equipment after the parties mutually agree on all equipment.

The awarded Bidder is solely responsible for all equipment covered by the contract from the date of the contract award. The awarded Bidder shall be fully responsible for all of the equipment "as is" covered under this contract as of the contract effective date.

- 1. North Dade Landfill**  
**21500 NW 47<sup>th</sup> Avenue**  
**Miami, Florida 33055**

Item No.	Item Description	Quantity	Price per each
1	Fairbanks Scales Model # 14-3394 Type: Electronic Capacity: 100,000 lbs. Instrument: Cardinal 788	2	\$ _____
Item No. 1.2	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item No. 1 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		One-Time Fee  \$ _____

- 2. Northeast Transfer Station**  
**18701 NE 6<sup>th</sup> Avenue**  
**Miami, Florida 33179**

Item No.	Item Description	Quantity	Price per each
2.1	Toledo Scale Type: 50/60 Mechanical Capacity: 120,000 lbs. Sections: 4	1	\$ _____

	Dimensions: 10 x 50 Instrument: Cardinal 778		
<b>Item No. 2.1.2</b>	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 2.1 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b> \$ _____
<b>Item No. 2.2</b>	<b>Item Description</b> Fairbanks Scale Model # 14-3394-15 Type: 80/60 Mechanical Capacity: 160,000 lbs. Sections: 4 Dimensions: 10 x 60 Instrument: Cardinal 788	<b>Quantity</b> 1	<b>Price per each</b> \$ _____
<b>Item No. 2.2.1</b>	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 2.2 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b> \$ _____

**3. South Dade Landfill**  
24000 SW 97<sup>th</sup> Avenue  
Goulds, Florida 33170

<b>Item No. 3.1</b>	<b>Item Description</b> B-TEK Scales Type: 50/60 Mechanical Model: AG-MAXX-AT Type: Electronic Capacity: 200,000 lbs. Sections: 4 Dimensions: 10 x 60	<b>Quantity</b> 2	<b>Price per each</b> \$ _____
<b>Item No. 3.1.1</b>	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 3.1 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b> \$ _____
<b>Item No. 3.2</b>	<b>Item Description</b> Cardinal Scale Type: 60/60 Mechanical Model: 60503R-111L Capacity: 120,000 lbs. Sections: 4 Dimensions: 10 x 60 Instrument: Cardinal 788	<b>Quantity</b> 1	<b>Price per each</b> \$ _____

<b>Item No.</b> 3.2.1	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 3.2 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b>  \$ _____
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**4. Central Transfer Station**  
**1150 NW 20<sup>th</sup> Street**  
**Miami, Florida 33127**

<b>Item No.</b> 4	<b>Item Description</b> Cardinal Scale Model # SRC-5050 Type: 50/50 Electronic Capacity: 100,000 lbs. Sections: 3 Dimensions: 10 x 50 Instrument: Cardinal 778	<b>Quantity</b>  1	<b>Price per each</b>  \$ _____
<b>Item No. 4.1</b>	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 4 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b>  \$ _____

**5. West Transfer Station**  
**2900 SW 79<sup>th</sup> Avenue**  
**Miami, Florida 33155**

<b>Item No.</b> 5	<b>Item Description</b> Cardinal Scale Model # SRC-5050 Type: 50/50 Electronic Capacity: 100,000 lbs. Sections: 3 Dimensions: 10 x 50 Instrument: Cardinal 778	<b>Quantity</b>  1	<b>Price per each</b>  \$ _____
<b>Item No. 5.1</b>	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 5 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b>  \$ _____

**6. Resources Recovery Facility**  
**6990 NW 97<sup>th</sup> Avenue**  
**Miami, Florida 33152**

<b>Item No.</b> 6.1	<b>Item Description</b> B-TEK Scales Type: 50/60 Mechanical Model: AG-MAXX-AT Type: Electronic Capacity: 200,000 lbs. Sections: 4 Dimensions: 10 x 60	<b>Quantity</b>  2	<b>Price per each</b>  \$ _____
<b>Item No.</b> 6.1.2	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 6.1 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b>  \$ _____
<b>Item No.</b> 6.2	<b>Item Description</b> Mettler-Toledo Scales Model: 7531CD6010A Type: Digital Electronics Capacity: 200,000 lbs. Sections: 4 Dimensions: 10 x 60	<b>Quantity</b>  3	<b>Quarterly Unit Price</b>  \$ _____
<b>Item No.</b> 6.2.1	One-time fee for itemized list and program for corrections and/or repairs needed to bring Item 6.2 above to safe and proper working condition as specified in Section 3.3 Technical Specifications.		<b>One-Time Fee</b>  \$ _____

SECTION 4  
BID SUBMITTAL FOR:  
Truck Scale, Purchase, Repair, And Maintenance

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: \_\_\_\_\_

**Bid Title:** Truck Scale, Purchase, Repair, And Maintenance

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) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



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: \_\_\_\_\_

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.



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**





SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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