DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract [X] OTR [ ] CO [ ] SS [ ] RW [ ] Emergency [ ]

Re-Bid [ ] Other [ ]

LIVING WAGE APPLIES: [ ] YES [X] NO

Requisition/Project No: ROID1300032

TERM OF CONTRACT: FIVE YEARS WITH NO OPTIONS TO RENEW

Requisition/Project Title: ANNUAL DIELECTRIC TESTING & CERTIFICATION EQUIPMENT

The purpose of this solicitation is to establish a contract for the annual testing, mechanical inspection and Kilovolt Ampere (KVA) certification and/or recertification to American National Standards Institute (ANSI) and/or Occupational Safety and Health Act (OSHA) standards for aerial devices, cranes, lifts and other required equipment in conjunction with the needs of Miami-Dade County on an as needed when needed basis.

User Department(s): INTERNAL SERVICES DEPARTMENT (FLEET DIVISION)
Issuing Department: INTERNAL SERVICES DEPARTMENT PROCUREMENT MANAGEMENT DIVISION
Contact Person: MARTHA GAROFOLI Phone: 305-375-4265
Estimated Cost: $47,500
Funding Source: INTERNAL SERVICE FUNDS

ANALYSIS

Trade/Commodity/Service Opportunities

<table>
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<tr>
<th>Commodity/Service No: 961-45</th>
<th>SIC:</th>
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Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here [ ] if this is a New Contract/Purchase with no Previous History

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<th>Contractor:</th>
<th>Small Business Enterprise:</th>
<th>Contract Value:</th>
<th>Comments:</th>
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Continued on another page(s): [ ] Yes [X] No

RECOMMENDATIONS

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<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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Basis of Recommendation:

Signed: [Signature]

Date to SBD: December 12, 2012

Date Returned to ISD: [ ]

Page 1 of 1 12/12/2012
MIA MI-DADE COUNTY, FLORIDA

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

T I T L E:

ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

FOR INFORMATION CONTACT:
Martha Garofolo, 305-375-4265, marthag@miamidade.gov

I M P O R T A N T  N O T I C E  T O  B I D D E R S:

- READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.

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

MIA MI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: DRAFT

Bid Title: ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

Procurement Officer: Martha Garofolo

Bids will be accepted until 2:00 p.m. on Wednesday, January xx, 2012

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

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

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

NOTICE TO ALL BIDDERS:

• FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

• THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

SECTION 2
SPECIAL CONDITIONS

ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the annual testing, mechanical inspection and Kilovolt Ampere (KVA) certification and/or recertification to American National Standards Institute (ANSI) and or Occupational Safety and Health Act (OSHA) standards for aerial devises, cranes, lifts and other required equipment in conjunction with the needs of Miami-Dade County on as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS (Bid Preference)

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

For awards valued up to and including $100,000, a 10% (ten percent) bid preference shall apply for certified Micro Business Enterprise (Micro) bidders. For awards valued over $100,000 and up to $1,000,000, 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 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 distributed by the County's Department of Internal Services Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.4 METHOD OF AWARD To Multiple Vendors By Item

Award(s) will be made to the three (3) lowest priced responsive, responsible vendors on an item-by-item basis. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor.

During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.
Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.5 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for all Urban Consumers (CPI), all items, Miami-Fort Lauderdale, FL, on a year-by-year basis. It is the vendor’s responsibility to request any pricing adjustment under this provision. The vendor’s request for adjustment shall be submitted 90 days prior to expiration of the then current contract term.

The vendor adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the subsequent contract term may be implemented without pricing adjustment. Any adjustment request received after the commencement of a new contract term may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available contract terms based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.6 INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989,
SECTION 2
SPECIAL CONDITIONS

ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

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 $500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 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.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverage's outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.3 of this solicitation. If insurance certificates are scheduled to expire during the
ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

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

2.7 METHOD OF PAYMENT PERIODIC PAYMENTS FOR SERVICE RENDERED

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

All invoices shall contain the following basic information:

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

II. County Information:
   • Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:
   • Unit price of the goods, services or property provided
   • Extended total price of the goods, services or property
   • Applicable discounts

IV. Goods or Services Provided per Contract:
   • Description
   • Quantity
ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

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

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

2.8 CONTACT PERSON

For any additional information regarding the specification and requirements of this contract contact Martha Garofolo, at (305) 375-4265 or email: marthag@miamidade.gov.

2.9 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

Pursuant to Miami-Dade County Ordinance No. 12-12, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

JOINT PURCHASE

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

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

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

VENDOR COMPLIANCE

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

2.10 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.

2.11 COMPETENCY REQUIREMENTS FOR MOBILE EQUIPMENT PARTS AND SERVICE SUPPLIERS

Bidders shall be able to satisfy the following criteria:

The County may conduct a pre-award inspection of the bidder’s site/facility to determine if the bidder possesses the abilities, experience, plant, equipment, technical abilities, and organization to perform the scope of work and services proposed in a manner consistent with the best commercial practices in the industry.

The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of the industry if they are awarded this solicitation.

2.12 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major services and items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar services or items.

If there are multiple vendors on the contract, the County representative shall also obtain
price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through another means.
3.1 **SCOPE OF WORK**

Each of the items listed are actually a specification requirement and a scope of work. Annual dielectric testing and certification is required to keep equipment operating and in conformance with American National Standards Institute (ANSI) inspection regulations and or Occupational Safety and Health Act (OSHA) standards. For further information, you may visit the following websites:

http://www.ansi.org/
http://www.osha.gov/sandy/index.html

1) **AERIALS**

Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification for approximately thirty-five (35) aerials

- (KVA Recertification, structural and mechanical inspection)

2) **CRANES**

Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification for approximately twenty-five (25) various cranes

- (KVA Recertification, structural and mechanical inspection)

3) **NON INSULATED SCISSOR & CRANES**

Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification for approximately forty (40) non-insulated scissor & cranes

- (Structural and mechanical inspection only)
SECTION 4
BID SUBMITTAL FORM

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

OPENING: 2:00 P.M.
WEDNESDAY
JANUARY XX, 2012

M I A M I - D A D E C O U N T Y

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: M.G.
ISD/PM
Date Issued:

This Bid Submittal Consists of
Pages 9 through 13 plus affidavits

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:
ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

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

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

DO NOT WRITE IN THIS SPACE

ACCEPTED HIGHER THAN LOW
NON-RESPONSIVE NON-RESPONSIBLE

DATE B.C.C. NO BID

ITEM NOS. ACCEPTED

COMMODITY CODE: 961-45

Procurement Contracting Officer: MARTHA GAROFOLO

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID
NON-RESPONSIVE.
The quantities stated are based on estimated inspections and certifications and are being used for evaluation purposes only. The stated quantities are not intended to represent or guarantee a minimum or maximum quantity for the given item.

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<td>Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification (KVA Recertification, structural and mechanical inspection)</td>
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