

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

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. \_\_\_\_\_  
 Contract \_\_\_\_\_ N/A  
 Re-Bid     Other    LIVING WAGE APPLIES:  YES     NO  
 Requisition No./Project No.: RQMT1200024    TERM OF CONTRACT:  N    YEAR(S) WITH  \_\_\_\_\_ YEAR(S) OTR

Requisition /Project Title: Video Equipment and Software Upgrades for Transit's Revenue Islands

Description: \_\_\_\_\_  
 Cameras, Software Licenses, Display Controlers, for Transit to monitor the removal of funds from buses at three facilities called revenue islands. One of the Cameras, Software Licenses, and Display Controllers are Sole Source as MDT cannot accept equal products.

Issuing Department: Transit    Contact Person: Angel Castro    Phone: 305-637-3830  
 Estimate Cost: 146,900    Funding Source:  GENERAL     FEDERAL     OTHER

**ANALYSIS**

<b>Commodity Codes:</b>	840-84	680-87	906-78	840-67
Contract/Project History of previous purchases three (3) years				
Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	
<b>Contractor:</b>				
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$	\$	\$	
<b>Comments:</b>				
Continued on another page (s):	<input type="checkbox"/> YES	<input type="checkbox"/> NO		

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
Basis of recommendation: _____				
Signed: _____	Date sent to SBD: 8/13/12			
	Date returned to DPM: _____			

RECEIVED  
 DEPT BUSINESS DEV.  
 2012 AUG 13 PM 2:19



**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:**

**Video Equipment and Software Upgrades for Transit’s Revenue Islands**

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

- BID DEPOSIT AND PERFORMANCE BOND:..... N/A
- CATALOGUE AND LISTS: ..... N/A
- CERTIFICATE OF COMPETENCY: ..... N/A
- EQUIPMENT LIST:..... N/A
- EXPEDITED PURCHASING PROGRAM (EPP): ..... N/A
- INDEMNIFICATION/INSURANCE: ..... N/A
- LIVING WAGE: ..... N/A
- PRE-BID CONFERENCE/WALK-THRU: ..... N/A
- SAMPLES/INFORMATION SHEETS:..... Section 2, paragraph 2.9.2
- SITE VISIT/AFFIDAVIT: ..... N/A
- WRITTEN WARRANTY:..... Section 2, paragraph 2.19

**FOR INFORMATION CONTACT:**

Jesus Lee at 305-375-4264 or at [fjl@miamidade.gov](mailto:fjl@miamidade.gov)

**IMPORTANT NOTICE TO BIDDERS:**

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

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

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: [REDACTED]

Title: Video Equipment and Software Upgrades for Transit's Revenue Islands

Procurement Contracting Officer: Jesus Lee, CPPB

Bids will be accepted until 2:00 p.m. on [REDACTED], 2012

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

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

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

NOTICE TO ALL BIDDERS:

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

## SECTION 1 GENERAL TERMS AND CONDITIONS

### 1.1. DEFINITIONS

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

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

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

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

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

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

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

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

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

### 1.2. INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

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

#### B. Vendor Registration

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

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

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

1. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
4. Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)
7. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)
9. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)
  11. Subcontracting Practices (Ordinance 97-35)
  12. Subcontractor /Supplier Listing (Ordinance 97-104)
  13. Environmentally Acceptable Packaging Resolution (R-738-92)
  14. W-9 and 8109 Forms. The vendor must furnish these forms as required by the Internal Revenue Service.
  15. Social Security Number. In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
  16. Office of the Inspector General (Pursuant to Section 2-1076 of the County Code).
  17. Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
  18. Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. Public Entity Crimes**
- To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:  
Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. Request for Additional Information**
1. Pursuant to Section 2-11.1(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@miamidade.gov](mailto:clerkbcc@miamidade.gov).
  2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
  3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
  2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid

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

- opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- I. Accounts Receivable Adjustments**
- In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.
- 1.3. PREPARATION OF BIDS**
- A.** The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B.** The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C.** An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D.** The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E.** The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F.** When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A.** This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B.** When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C.** The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D.** The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E.** Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F.** Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G.** To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H.** The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I.** In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J.** Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- 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.

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

Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE (NOT APPLICABLE)****1.11. CONTINUATION OF WORK**

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

**1.12. BID PROTEST**

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

**1.13. LAWS AND REGULATIONS**

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

**1.14. LICENSES, PERMITS AND FEES**

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

**1.15. SUBCONTRACTING**

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

**1.16. ASSIGNMENT**

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

**1.17. DELIVERY**

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

**1.18. RESPONSIBILITY AS EMPLOYER**

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

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature

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

**1.20. COLLUSION**

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

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

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

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

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

A. The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and

## SECTION 1

### GENERAL TERMS AND CONDITIONS

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.

#### B. ACCESS TO THIRD PARTY CONTRACT RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

#### 1.26. OFFICE OF THE INSPECTOR GENERAL

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

#### 1.27. PRE-AWARD INSPECTION

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

#### 1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

#### 1.29. COMPLIANCE WITH FEDERAL PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Bidder (the terms "Vendor, Bidder", "Proposer",

"Contractor" and "Offeror" are used interchangeably) is required to agree to the following provisions:

##### A. No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

##### B. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

##### C. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the most current Master Agreement (Form FTA MA) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

##### D. Discrimination Prohibited

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy, as MDT deems appropriate. (49 CFR Part 26.13(b))

##### E. Nondiscrimination (General)

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Metropolitan Dade County which prohibit discrimination because of race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

##### F. Equal Employment Opportunity

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for

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employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

**G. Disability Nondiscrimination**

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301.[d].) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

**H. Title VI Compliance (Civil Rights Act of 1964)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to: (a) Withholding of payments to the contractor under the contract until the contractor complies, or cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami Dade County to enter into such litigation to protect the interests of Miami Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

**I. Small Business Concern**

A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in Section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

**1.30 PROMPT PAYMENT**

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40).

**1.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests, which would cause MDC to be in violation of the FTA terms and conditions.

**1.32. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

**1.33. CONFLICT OF INTEREST**

No employee, officer, or agent of MDC shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family; for the purpose of this solicitation and in compliance with the Federal Transit Administration (FTA) Circular 4220.1F immediate family is defined as parents, wife, husband, children, and brothers and sisters.
- c. His or her partner; or
- d. An organization which employs, or is about to employ any of the above, has a
- e. Financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

**1.34. BUY AMERICA REQUIREMENTS**

The Buy America requirements apply to construction contracts and acquisition of goods or rolling stock (valued at more than \$100,000).

The contractor agrees to comply with 49 U.S.C.5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R.661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323 (j) (2) (c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FT-funded contract, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive.

**1.35. FLY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that the recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and

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shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**1.36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION"(THIRD PARTY CONTRACTS)**

- (1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**INSTRUCTIONS FOR CERTIFICATION:**

- (1) By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" in Exhibit FED-DB1. A bid, which does not include this certificate, may be considered non-responsive.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as Coverage sections or rules implementing Executive Order 121549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

**1.37. AUDIT AND INSPECTION OF RECORDS**

The Contractor agrees that MDC, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after MDC make final payments and all other pending matters are closed.

**1.38. LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS**

In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

**1.39. CLEAN AIR**

The contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**1.40. CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**1.41. RECYCLED PRODUCTS/RECOVERED MATERIALS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**1.42. CARGO PREFERENCE**

The Contractor agrees:

- (1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) days following the date of loading for shipment originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of Cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street S.W., Washington, D.C. 20590, marked with appropriate identification of the Project, and to MDC (through the prime Contractor in the case of sub-contracts bill-of-lading).

**1.43. ENVIRONMENTAL PROTECTION**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. . Executive Order no. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note: FTA statutory requirements at 49 U.S.C. § 5324(b): Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR part 1500 et seq.: the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR part 771 and 49 CFR part 622, and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR part 1420 and 49 CFR part 623.

**1.44. ENERGY CONSERVATION**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

**1.45. BIDDERS LIST FORM**

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As required by 49 CFR 26.11, each bidder, as a part of its bid, shall submit a completed Bidders List Form, #BL-01, for itself and for each subcontractor or vendor it solicited as part of this proposal. A proposal, which does not include the Bidders List Form, may be found to be non-responsive.

**1.46. 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.

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

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.48 LOBBYIST CONTINGENCY FEES**

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseably will be heard or reviewed by the County Commission or a County board or committee.

**1.49 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.

**1.50 BREACHES AND DISPUTE RESOLUTION**

The following provisions apply to all FTA funded purchases in excess of \$100,000.

- A) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.
- E) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**1.51 SUSPENSION AND DEBARMENT**

The following provisions apply to all FTA funded purchases in valued at, or in excess of, \$25,000.

Any contract resulting from this solicitation is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**1.52 ACCESSIBILITY (ROLLING STOCK)**

Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

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

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase video equipment and software upgrade for the existing video surveillance system at Miami-Dade Transit (MDT) Department's Revenue Island facilities.

**2.2 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. The requirements of clause subsection b below flow down to subcontracts.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 21.5%. **There is no numerical DBE goal for this contract.**
- b. The awarded bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The awarded bidder shall carry out applicable requirements of 49 CFR Part 26 *in* the award and administration of this DOT-assisted contract. Failure by the awarded bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the awarded bidder signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The awarded bidder will be required to report its DBE participation obtained through race-neutral means *throughout* the period of performance.
- d. The awarded bidder is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded bidder's receipt of payment for that work from the County.
- e. The awarded bidder must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The awarded bidder may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

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

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF CONTRACT: UPON COMPLETION**

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

**2.5 OPTION TO RENEW**

Intentionally Omitted

**2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE FOR ONLY ONE GROUP; GROUP 1 OR GROUP 2, WHICHEVER GROUP IS LOWEST.**

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in Group 1 or Group 2 of the solicitation, and whose offer represents the lowest priced Group when all items are added in the aggregate by Group.

Bidders may submit prices for one or both groups. The County will award only one group, either Group 1 or Group 2, which ever Group is lowest to a single Bidder. To be considered for award for a given group, the Bidder shall offer prices for all items within the given group. If a Bidder fails to submit an offer for all items within a group, its offer for that group may be rejected.

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

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

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 EQUAL PRODUCT****2.9.1 EQUAL PRODUCTS CANNOT BE CONSIDERED FOR ITEM NOS. 1a, 1b, 3a, 3b AND 4, MATCHING EXISTING EQUIPMENT**

Items labeled "NO SUBSTITUTIONS ACCEPTED" (Item numbers 1a, 1b, 3a, 3b, and 4 on both groups) in Section 3 and 4 herein are the only products that will be accepted under this solicitation because these items must match existing equipment and/or systems previously purchased by the County.

**2.9.2 EQUAL PRODUCTS WILL BE CONSIDERED FOR ITEM NO. 2 (As specified in Section 3, subparagraph 3.2.2 and 3.3.2 herein)**

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

**2.9.2.1** This solicitation requires submission of one set of the following documentation to enable the County's evaluation of the product offered:

X: Product Information Sheets (such as factory specifications, technical specifications, standard manufacturer information sheets, catalogues, and brochures)

**2.9.2.2** The County will consider the products offered by the Bidder in Bid Submission Form. The product offered shall meet and or exceed in quality and standards of performance as specified in the solicitation. Also, for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation.

In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

**2.9.2.3** The County may require a sample of the items offered in the bid for evaluation, such items are to be provided at no cost to the County, and should be submitted to the County at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

**2.9.2.4** All Bidders are required to submit with their bid sufficient technical data to verify that its products are equal to the products listed in this solicitation; however, Miami-Dade County may, at its sole discretion, allow the Bidder to complete or supplement the information sheets during the bid evaluation period. Failure to provide sufficient information to allow the County to evaluate the Bidder's products, as specified by the County, may result in the Bidder's bid being declared non-responsive. The County will be the sole judge of the Bidder's conformance with the specifications and requirements and its decision shall be final. The County reserves the right to verify the information submitted by the Bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the Bidder's conformance to the requirements.

The County may allow Bidders to provide additional information to satisfy any of the above requirements during evaluations.

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

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

**2.11 INDEMNIFICATION AND INSURANCE**

Intentionally Omitted

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

**2.15 METHOD OF PAYMENT: INVOICE FOR SINGLE DELIVERY**

The awarded Bidder shall submit an invoice to the County user department that requested the items through a purchase order. The date of the invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the following basic information:

**I. Bidder Information:**

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

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Palmetto Rail Yard, Main Warehouse: Lehman Center, 6601 NW 72<sup>nd</sup> Ave., Miami, Fl. 33166.

**2.17 DELIVERY REQUIREMENTS: DELIVERY SHALL BE WITHIN SIXTY (60) DAYS AFTER DATE OF ORDER**

The awarded Bidder shall deliver within sixty (60) calendar days after the date of receipt of purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery is delayed due to acts of natural, strikes, or other causes beyond the control of the Bidder. In these cases, the Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the Bidder to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded Bidder with any re-procurement costs. If the Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County will not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the awarded Bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored. In the event that the awarded Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another Bidder, and charge the awarded Bidder for any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

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

**2.19 WARRANTY REQUIREMENTS****2.19.1 Type of Warranty Coverage Required**

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

**2.19.2 Correcting Defects Covered Under Warranty**

The Bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the Bidder of such deficiency in writing or electronic mail. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the Bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Jesus Lee, at (305) 375-4264 email – [fjl@miamidadegov](mailto:fjl@miamidadegov).

**2.21 UAP**

Intentionally Omitted

**2.22 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

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

**2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

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

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

**2.24 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:**

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

**2.25 QUALITY CONTROL (QC)**

The awarded Bidder shall:

- a) be responsible for providing an adequate quality process for verifying that the product (hardware/software) provided is in accordance with the contract document and product specifications rest with the Bidder.
- b) have in place a procedure that establishes the requirements for ensuring that contractual requirements are understood, that the requisition clearly identifies the purchase order agreements, that product (hardware/software) deliveries are tracked to completion of schedule and quantity, and any defects found during post-delivery are resolved as identified in the contract documents.
- c) have its record keeping activities affecting Quality maintained at the site current, up to date, and available for inspection by MDT at any time.

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

**3.1 SCOPE**

Purchase video equipment and software upgrade for the existing video surveillance system at the Miami-Dade Transit (MDT) Department's Revenue Island Facilities. The equipment must interface with the existing ViconNet system. The equipment will be exposed to the elements in a subtropic, high moisture, and high heat environment.

**3.2 EQUIPMENT – GROUP 1****3.2.1 Item 1a**

Camera, Vicon Surveyor Mini High Performance Dome Series with Pan, Tilt, and Zoom (PTZ).

Part Number: SVR-W

**NO SUBSTITUTIONS ACCEPTED.**

**Item 1b**

Translator, Vicon Vicoax.

Part Number: V422-VI

**NO SUBSTITUTIONS ACCEPTED.**

**3.2.2 Item 2**

Camera, Small Vandal Resistant Weather Proof Dome.

**SUBSTITUTIONS ACCEPTED.**

Bidders must submit product data as specified on section 2.9.2. Dome cameras shall have the following **Salient Characteristics**:

- a. Surface mounted vandal resistant digital signal processing (DSP) dynamic color CCD camera. It shall incorporate a 1/3" interline transfer dynamic CCD, 480,000 [976(H) x 494(V)] pixels effective, with a microlens on each pixel. The camera shall display outstanding 650 lines of horizontal resolution in Color Mode, 700 lines of horizontal resolution in Black & White Mode and a S/N ratio of 50dB with AGC off.
- b. Dynamic CCD charged with long and short charges, creating both standard shutter speeds and fast shutter speeds simultaneously, on a single image field. The dynamic CCD shall automatically apply each exposure pattern to bright and normal areas. The dynamic CCD shall feature images with a dynamic range of up to 128 times.
- c. Feature Adaptive Black Stretch (ABS) to transform shadows and dark areas into natural and crisp images in real time.
- d. Offer a user-configurable AWC setting for white balance at a manual setting. The camera's Automatic Tracing White Balance (ATW) Adjustment shall enable two specific applications: Nighttime through Daylight with color temperatures between 2700°K ~ 6000°K (ATW1) and Sodium Vapor and other Nighttime illumination through Daylight with color temperatures between 2000°K ~ 6000°K (ATW2). The manual white balance (AWC) shall enable camera use in the range of 2000°K ~ 10,000°K.

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

- e. Feature 3-dimensional color conversion function for natural color reproduction even in lower color temperature conditions.
- f. Feature a body-based automatic back focus mechanism for automatic and remote back focus adjustment. The automatic back focus adjustment (ABF) shall engage and reposition the imaging assembly for optimal focus position on automatic or manual switchover from Day to Night Mode, on automatic or manual switchover from Night to Day Mode and on manual activation at the camera or remote from the camera using a System Controller.
- g. Feature a Black & White mode that may be automatically engaged on low light level to permit the use of an external infrared illuminator or manually selected if so desired. The camera shall incorporate independent automatic Color-to-Black & White switching modes for switchover on light threshold and sensitivity to IR illumination in the 850 nm wavelength. Each Color-to-Black & White switching mode shall incorporate two switching threshold light levels, high and low. Each Color-to-Black & White switching mode shall incorporate three duration settings for automated switchover. The camera's video image may be manually changed to upside-down mode to facilitate certain mounting and other applications.
- h. Incorporate an automatic iris, 2 X variable focal lenses with a focal length of 3.8-8mm (2.1X). The lens shall be suitable for use in areas where there is a varying light source. The lens shall have a maximum aperture ratio of 1:1.4 (wide), 1:1.8 (telephoto). The unit shall have an angular field-of-view of 35 degrees telephoto and 73 degrees wide (horizontal), and 26 degrees telephoto and 53 degrees wide (vertical).
- i. Feature imager 2X digital zoom for a total magnification of 4.2X. The camera imager shall incorporate a remotely accessible on-screen menu to adjust pan and tilt of the imager to achieve accurate post-installation adjustment.
- j. Include an Auto Image Stabilizer to eliminate blurring and Scene Change Detection. The camera shall be equipped with image stabilization capable of electronically stabilizing the image should the camera mounting become subject to mechanical vibration.
- k. Offer a user-friendly on-screen setup and adjustment, Auto Gain Control (AGC). A special menu shall allow fine adjustment of chrominance, pedestal and aperture level and shall provide a variety of synchronization modes.
- l. Be powered by 24V, AC 60Hz, 3.4W.
- m. Feature video, on-screen camera menu and synchronization signal and be able to be transmitted up to 3000' over coaxial cable

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

**3.2.3 Item 3a**

Upgrade License, ViconNet Version 6 NVR  
Part Number: VN-NVR-SWV6-UPGRADE  
**NO SUBSTITUTIONS ACCEPTED**

**Item 3b**

Upgrade License, ViconNet Version 6 Workstation  
Part Number: NV-WS-SWV6-UPGRADE  
**NO SUBSTITUTIONS ACCEPTED**

**3.2.4 Item 4**

Display Controller, Vicon Virtual Matrix with six (6) Display Outputs Tower Units  
Part Number: VMDC-6.  
**NO SUBSTITUTIONS ACCEPTED.**

**3.3 EQUIPMENT – GROUP 2****3.3.1 Item 1**

Camera, Pelco Spectra IV Dome Series with Pan, Tilt, and Zoom (PTZ).  
Part Number: SD435-PG-EO.  
**NO SUBSTITUTIONS ACCEPTED.**

**3.3.2 Item 2**

Camera, Small Vandal Resistant Weather Proof Dome.  
**SUBSTITUTIONS ACCEPTED.**

Bidders must submit product data as specified on section 2.9.2. Dome cameras shall have the following **Salient Characteristics:**

- a. Surface mounted vandal resistant digital signal processing (DSP) dynamic color CCD camera. It shall incorporate a 1/3" interline transfer dynamic CCD, 480,000 [976(H) x 494(V)] pixels effective, with a microlens on each pixel. The camera shall display outstanding 650 lines of horizontal resolution in Color Mode, 700 lines of horizontal resolution in Black & White Mode and a S/N ratio of 50dB with AGC off.
- b. Dynamic CCD charged with long and short charges, creating both standard shutter speeds and fast shutter speeds simultaneously, on a single image field. The dynamic CCD shall automatically apply each exposure pattern to bright and normal areas. The dynamic CCD shall feature images with a dynamic range of up to 128 times.
- c. Feature Adaptive Black Stretch (ABS) to transform shadows and dark areas into natural and crisp images in real time.
- d. Offer a user-configurable AWC setting for white balance at a manual setting. The camera's Automatic Tracing White Balance (ATW) Adjustment shall enable two specific applications: Nighttime through Daylight with color temperatures between 2700°K ~ 6000°K (ATW1) and Sodium Vapor and other Nighttime illumination through Daylight with color temperatures between

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

2000°K ~ 6000°K (ATW2). The manual white balance (AWC) shall enable camera use in the range of 2000°K ~ 10,000°K.

- e. Feature 3-dimensional color conversion function for natural color reproduction even in lower color temperature conditions.
- f. Feature a body-based automatic back focus mechanism for automatic and remote back focus adjustment. The automatic back focus adjustment (ABF) shall engage and reposition the imaging assembly for optimal focus position on automatic or manual switchover from Day to Night Mode, on automatic or manual switchover from Night to Day Mode and on manual activation at the camera or remote from the camera using a System Controller.
- g. Feature a Black & White mode that may be automatically engaged on low light level to permit the use of an external infrared illuminator or manually selected if so desired. The camera shall incorporate independent automatic Color-to-Black & White switching modes for switchover on light threshold and sensitivity to IR illumination in the 850 nm wavelength. Each Color-to-Black & White switching mode shall incorporate two switching threshold light levels, high and low. Each Color-to-Black & White switching mode shall incorporate three duration settings for automated switchover. The camera's video image may be manually changed to upside-down mode to facilitate certain mounting and other applications.
- h. Incorporate an automatic iris, 2 X variable focal lenses with a focal length of 3.8-8mm (2.1X). The lens shall be suitable for use in areas where there is a varying light source. The lens shall have a maximum aperture ratio of 1:1.4 (wide), 1:1.8 (telephoto). The unit shall have an angular field-of-view of 35 degrees telephoto and 73 degrees wide (horizontal), and 26 degrees telephoto and 53 degrees wide (vertical).
- i. Feature imager 2X digital zoom for a total magnification of 4.2X. The camera imager shall incorporate a remotely accessible on-screen menu to adjust pan and tilt of the imager to achieve accurate post-installation adjustment.
- j. Include an Auto Image Stabilizer to eliminate blurring and Scene Change Detection. The camera shall be equipped with image stabilization capable of electronically stabilizing the image should the camera mounting become subject to mechanical vibration.
- k. Offer a user-friendly on-screen setup and adjustment, Auto Gain Control (AGC). A special menu shall allow fine adjustment of chrominance, pedestal and aperture level and shall provide a variety of synchronization modes.
- l. Be powered by 24V, AC 60Hz, 3.4W.
- m. Feature video, on-screen camera menu and synchronization signal and be able to be transmitted up to 3000' over coaxial cable

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

**3.3.3**    **Item 3a**

Upgrade License, ViconNet Version 6 NVR,  
Part Number: VN-NVR-SWV6-UPGRADE  
**NO SUBSTITUTIONS ACCEPTED**

**Item 3b**

Upgrade License, ViconNet Version 6 Workstation  
Part Number: NV-WS-SWV6-UPGRADE  
**NO SUBSTITUTIONS ACCEPTED.**

**3.3.4**    **Item 4**

Display Controller, Vicon Virtual Matrix with six (6) Display Outputs Tower Units  
Part Number: VMDC-6.  
**NO SUBSTITUTIONS ACCEPTED.**

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

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

**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**

, 2012



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

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

Issued \_\_\_\_\_ Date Issued: \_\_\_\_\_ This Bid Submittal Consists of  
by: J. Lee \_\_\_\_\_ Pages \_\_\_\_\_ through \_\_\_\_\_

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

**Video Equipment and Software Upgrades for Transit's Revenue Islands**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

<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: 84084, 68087, 84067, 84082, 90678, 84069	
Procurement Contracting Officer: Jesus Lee	

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

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

**FAILURE TO SIGN PAGE [ ] OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE.**

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

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The County will award only one lowest priced group, either group 1 or group 2, to a single Bidder.

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**Group 1** (See Section 3, paragraph 3.2)

Item No.	Estimated Quantities	Unit	Description	Unit Price
1a	30	Ea.	Camera, Vicon Surveyor Mini High Performance Dome Series with Pan, Tilt, and Zoom (PTZ). Part Number: SVR-W	\$
1b	3	Ea.	Translators, Vicon Vicoax Part Number: V422-VI	\$
2	50	Ea.	Camera, Small Vandal Resistant Weather Proof Dome. Brand Name: _____ Model / Part #: _____ Attach Product Information Sheet	\$
3a	30	Ea.	Upgrade License, ViconNet Version 6 NVR. Part Number: VN-NVR-SWV6-UPGRADE	\$
3b	30	Ea.	Upgrade License, ViconNet Version 6 Workstation Part Number: NV-WS-SWV6-UPGRADE.	\$
4	4	Ea.	Display Controller, Vicon Virtual Matrix with six (6) Display Outputs Tower Units. Part Number: VMDC-6	\$

**Group 2** (See section 3, paragraph 3.3)

Item No.	Estimated Quantities	Unit	Description	Unit Price
1	30	Ea.	Camera, Pelco Spectra IV Dome Series with Pan, Tilt, and Zoom (PTZ). Part Number: SD435-PG-EO	\$
2	50	Ea.	Camera, Small Vandal Resistant Weather Proof Dome. Brand Name: _____ Part / Part #: _____ Attach Product Information Sheet	\$
3a	30	Ea.	Upgrade License, ViconNet Version 6 NVR. Part Number: VN-NVR-SWV6-UPGRADE	\$
3b	30	Ea.	Upgrade License, ViconNet Version 6 Workstation Part Number: NV-WS-SWV6-UPGRADE.	\$
4	4	Ea.	Display Controller, Vicon Virtual Matrix with six (6) Display Outputs Tower Units. Part Number: VMDC-6	\$

SECTION 4  
BID SUBMITTAL FOR:

Video Equipment and Software Upgrades for Transit's Revenue Islands

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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE OF OFFICER: \_\_\_\_\_



BID SUBMITTAL FORM

Bid Title: Video Equipment and Software Upgrades for Transit's Revenue Islands

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.

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

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

Fax No. \_\_\_\_\_

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

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

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

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

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

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 A

## 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



# APPENDIX B

FEDERAL TRANSIT ADMINISTRATION

AFFIDAVITS

EXHIBIT FED-DB-1

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
(LOWER TIER COVERED TRANSACTION)**

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space: \_\_\_\_\_.

THE BIDDER OR OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY.

IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

\_\_\_\_\_ Signature of Participant's Authorized Official

\_\_\_\_\_ Name and Title of Participant's Authorized Official

\_\_\_\_\_ Date

EXHIBIT FED-LB1

**LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

\_\_\_\_\_  
Date

EXHIBIT FED-BY2

**BUY AMERICA  
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, or certifies both compliance and non-compliance, that bid is non-responsive and cannot be considered.

Select only one of the following certifications:

- Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

- OR -

- Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) or 49 U.S.C. 5323(j)(2)(C), and 49 C.F.R. 661.5 or 49 C.F.R. Part 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Company Name\_\_\_\_\_

Title\_\_\_\_\_

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, \_\_\_\_\_, \_\_\_\_\_,  
(Print Name) (Title)

representing \_\_\_\_\_, certify that, based on  
(Name of Company)

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

\_\_\_\_\_ under Purchase Order or Contract Number  
(Name of Company)

\_\_\_\_\_ entitled \_\_\_\_\_  
(Bid No.) (Bid Title)

I further certify that by \_\_\_\_\_ 20\_\_\_\_\_, \_\_\_\_\_  
(Date) (Name of Company)

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

\_\_\_\_\_  
Representative's Signature

**INFORMATION FOR MDT BIDDERS LIST**

Bid Description: \_\_\_\_\_

Bid No.: \_\_\_\_\_ SIC: \_\_\_\_\_

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

**BIDDER INFORMATION:**

Firm Name: \_\_\_\_\_ F.E.I.D. \_\_\_\_\_

Street Address: \_\_\_\_\_ Suite No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Submitted as Prime Bidder?: Yes \_\_\_ No \_\_\_ If No, enter name of Prime: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

**DBE INFORMATION**

Certified in Dade County as DBE?: Yes \_\_\_ No \_\_\_ If Yes, enter expiration date: \_\_\_/\_\_\_/\_\_\_

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

Gender: Male \_\_\_ Female \_\_\_ DBE Commitment by Prime: \_\_\_\_\_%

**AFFIDAVIT**

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

\_\_\_\_\_  
Signature Name printed or typed Title Date

**For MDT use only:** Was the subject bid awarded to this prime? Yes \_\_\_\_\_ No \_\_\_\_\_  
DBE Goal? Yes \_\_\_\_\_ No \_\_\_\_\_ DBE Goal Percent \_\_\_\_\_ %

## Lee, Jesus (ISD)

---

**From:** Castro, Angel (MDT)  
**Sent:** Friday, July 27, 2012 2:57 PM  
**To:** Lee, Jesus (ISD); Cespedes, Carlos (MDT)  
**Cc:** Evans, Godfrey (MDT)  
**Subject:** RE: Video Equip for Revenue Isle

"Plain FTA"

---

**From:** Lee, Jesus (ISD)  
**Sent:** Friday, July 27, 2012 2:50 PM  
**To:** Castro, Angel (MDT); Cespedes, Carlos (MDT)  
**Cc:** Evans, Godfrey (MDT)  
**Subject:** RE: Video Equip for Revenue Isle

Is the funding FTA - ARRA or just plain FTA?

---

**From:** Castro, Angel (MDT)  
**Sent:** Friday, July 27, 2012 2:34 PM  
**To:** Lee, Jesus (ISD); Cespedes, Carlos (MDT)  
**Cc:** Evans, Godfrey (MDT)  
**Subject:** RE: Video Equip for Revenue Isle

Hi Jesus,

-I understand the method of award as outlined below.

-I also understand the software to be for existing equipment however, I'm asking Carlos to confirm the license and software issues via this email.

---

**From:** Lee, Jesus (ISD)  
**Sent:** Friday, July 27, 2012 2:07 PM  
**To:** Cespedes, Carlos (MDT); Castro, Angel (MDT)  
**Cc:** Evans, Godfrey (MDT)  
**Subject:** RE: Video Equip for Revenue Isle  
**Importance:** High

Good afternoon Carlos and Angel.

I'm not sure if you replied to my earlier e-mail below, but I do have another question I need confirmation on.

Since we are asking for prices for the two groups, you understand that the award will be to the lowest group in the aggregate, whichever that group may be. We will not be able to pick and choose a higher price group, no matter which group is offered. Please let me know if you do not agree so we can change the method of award. Please reply to my earlier e-mail.

Thanks.

---

**From:** Lee, Jesus (ISD)  
**Sent:** Thursday, July 26, 2012 11:16 AM  
**To:** Cespedes, Carlos (MDT)

**Cc:** Castro, Angel (MDT)

**Subject:** Video Equip for Revenue Isle

Good morning Carlos.

I have a question I need your help with.

In the Purpose & Scope of Work of the bid, we say the contract is for the purchase of equipment and software upgrades. Is the software upgrade for the existing equipment or does the new equipment need software too? Aren't the licenses for the new equipment?

If the software is for both the new equipment and to upgrade the existing equipment or software, then we should mention both. Please let me know.

Thanks.

*Jesus*

## Walters, Vivian (RER)

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**From:** Lee, Jesus (ISD)  
**Sent:** Monday, August 13, 2012 11:43 AM  
**To:** Walters, Vivian (RER)  
**Subject:** RQMT1200024, Video Equipment and Software for Transit.  
**Attachments:** DBD DEPARTMENT INPUT.doc; Funding confirmation E-mail.pdf; BID SHELL FORMAL TRANSIT (FTA) 6-18-12 (IO 3-9 lang) 8.13.12.doc

Good morning Vivian,

Attached please find the input document, funding confirmation e-mail, and a copy of the draft Bid Solicitation for your review and response. The funding is from the Federal Transit Administration. Please let me know if you need anything else.

Thank you.

**Jesus Lee, CPPB**  
**Procurement Contracting Officer 2**  
**Miami-Dade County**  
**Internal Services Department**  
**Procurement Management, Transit Unit**  
111 NW 1st Street, 13th Floor  
Miami, FL 33128  
Phone No. (305) 375-4264  
Fax No. (305) 375-1083



***"Delivering Excellence Every Day"***

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.*



Sustainability, Planning and Economic Enhancement Department

Small Business Development Division

Certified Firms as of

August 13, 2012

(Certified in Specific Categories Below)

TRADE CATEGORIES

FIRM NAME	BUSN.	EXP. DATE	CONTACT	ADDRESS	PHONE / FAX
90678 Security Systems, Intruder And Smoke Detection - Architectural			DARIO M. BORGES	7915 NW 60th St * Miami, FL 33166	305-591-2200 / 305-591-1235
PARAMOUNT ELECTRICAL DISTRIBUTORS, INC.					
10686 MICRO/SBE		07/31/2015			
68087 Surveillance And Countersurveillance Equipment And Supplies			DAVID TATE	1111 Park Center Blvd, Suite105 E * Miami Gardens, FL 33169-0000	305-454-9905 / 305-454-9627
ONYX P.L., INC.					
12662 MICRO/SBE		09/30/2014			
84084 Video And Audio Systems, Accessories And Parts (Closed Circuit Tv) (Including Surveillance Type)			JOHN BENNETT	8786 SW 129th St * Miami, FL 33176	305-235-4510 / 305-232-8762
B & R ELECTRONICS SUPPLY, INC.					
13222 MICRO/SBE		05/31/2015			
CITIZEN PROTECTION, INC.			ADA FRAGA	7880 W 20th Ave, # 45 * Hialeah, FL 33016-0000	305-512-0700 / 305-512-0774
12483 MICRO/SBE		08/31/2014			
ELECTROPOWER UTILITY SALES COMPANY			IVONNE CABRERA	7765 SW 87th Ave, Suite #208 * Miami, FL 33173-2586	305-271-6636 / 305-271-2474
10493 MICRO/SBE		03/31/2015			
ONYX P.L., INC.			DAVID TATE	1111 Park Center Blvd, Suite105 E * Miami Gardens, FL 33169-0000	305-454-9905 / 305-454-9627
12662 MICRO/SBE		09/30/2014			
PARAMOUNT ELECTRICAL DISTRIBUTORS, INC.			DARIO M. BORGES	7915 NW 60th St * Miami, FL 33166	305-591-2200 / 305-591-1235
10686 MICRO/SBE		07/31/2015			
84067 Video Camera Recorders, Digital Type			DARIO M. BORGES	7915 NW 60th St * Miami, FL 33166	305-591-2200 / 305-591-1235
PARAMOUNT ELECTRICAL DISTRIBUTORS, INC.					
10686 MICRO/SBE		07/31/2015			

Total # of Certified and Under Review Firms: 5

\* Firms that have timely submitted re-certification applications w hich are "Under Review" are listed in red. Firms listed in red w ith "Under Review" designation in the Expiration Date column have not received final approval. You may contact the firm or SBD for approval status.

\*Firms w ith "Under Review" designations may request an expedited certification review by submitting documentation relative to their participation on an upcoming project. Contact SBD (305-375-2378) for more information.



**BUSINESS & PROFESSIONAL DEVELOPMENT DIVISION**  
**ASSIGNMENTS/CORRESPONDENCE**

**FROM: Vivian O. Walters, Jr.**

**DATE: August 13, 2012**

**Request for Approval**

**Signature and Date of Approval**

- Laurie Johnson
- Sheri McGriff
- Veronica Clark

*WV* 8/13/12  
*PC* 8/13/12  
 8/13/12

**COMMENTS**

**Re: SBE Worksheet – Director’s Signature**

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**Logged out by**

**Date**

**(PLEASE RETURN TO VIVIAN O. WALTERS, JR.)**

8/14/12  
*[Signature]*