

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 8023-3/11-3
 Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQMT1200031
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR
 Requisition /Project Title: Bus and RAIL Car Wash Chemicals

Description:

The purpose of this solicitation is to establish a contract for the purchase and delivery of liquid chemical(s) used by Miami-Dade Transit (MDT) department in their automated wash systems to clean transit buses, rail cars, and for other cleaning needs.

Issuing Department: ISD
 Contact Person: Jesus Lee
 Phone: X4264
 Estimate Cost: \$790,000
 Funding Source: GENERAL
FEDERAL
OTHER
MDT Operat

ANALYSIS

Commodity Codes:	<u>485-36</u>	<u>505-30</u>		
Contract/Project History of previous purchases three (3) years				
Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:	<u>ACUITY SPECIALTY PRODUCTS INC</u>			
Small Business Enterprise:				
Contract Value:	<u>\$334,625</u>	<u>\$</u>	<u>\$</u>	
Comments:	<u>Added a group for Rail Car chemical</u>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				

RECOMMENDATIONS

SBE	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation:

Signature: _____	Date sent to SBD: <u>11/01/12</u>
_____	Date returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2012 OCT 32 AM 10:47



BID NO.: DRAFT

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:
Bus and Rail Car Wash Chemicals**

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 PROCUREMENT PROGRAM (EPP):	N/A
INDEMNIFICATION/INSURANCE:	Section 2, Paragraph 2.11
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2, Paragraph 2.2
SAMPLES/INFORMATION SHEETS:.....	Section 2, Paragraph 2.6.3
MDPHA SECTION 3:.....	N/A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:.....	N/A
WRITTEN WARRANTY:	N/A
LIVING WAGE:.....	N/A

**FOR INFORMATION CONTACT:
Jesus Lee, 305-375-4264, fjl@miamidade.gov**

IMPORTANT NOTICE TO BIDDERS:

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

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: DRAFT

Bid Title: Bus and Rail Car Wash Chemicals

Procurement 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 305-375-5278.

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

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

NOTICE TO ALL BIDDERS:

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

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

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

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

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

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

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th 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

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, 19th 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 or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th 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(f) 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.

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GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

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

F. Change or Withdrawal of Bids

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

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

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

I. Accounts Receivable Adjustments

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

1.3. PREPARATION OF BIDS

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

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GENERAL TERMS AND CONDITIONS

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

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

1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the

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GENERAL TERMS AND CONDITIONS

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

1.12. BID PROTEST

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

1.13. LAWS AND REGULATIONS

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

1.14. LICENSES, PERMITS AND FEES

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

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

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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

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

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

1.26 OFFICE OF THE INSPECTOR GENERAL

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

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

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

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and delivery of liquid chemical(s) used by Miami-Dade Transit (MDT) department in their automated wash systems to clean transit buses, rail cars, and for other cleaning needs.

2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). For set-aside contracts, a 10% (ten percent) preference shall apply for certified Micro Bidders.

If there is insufficient availability (less than three certified firms), a 10% (ten percent) bid preference shall apply for certified Micro Bidders for awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE Bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE Bidders.

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

2.3 PRE BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services (ISD/PMS), and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year contract term.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED BIDDERS BY GROUP

SECTION 2
SPECIAL CONDITIONS

Award of this contract will be made to three (3) responsive, responsible Bidders per each of the two groups whose offer represents the lowest price per gallon and who meets the technical requirements of Section 3.

While the method of award prescribes the method for determining the lowest priced responsive, responsible Bidder, if the County decides to award this contract, it will award this contract to the designated lowest priced Bidder per group as the primary Bidder of that group and will award this contract to the designated second and third lowest priced Bidders per group as secondary and tertiary Bidders respectively.

If the County exercises this right, the primary Bidder shall have the primary responsibility to initially perform by delivering the chemical(s) identified in this solicitation. If the primary Bidder of a group fails to perform at any time, it may be terminated for default and the County will have the option to seek the chemical and services from the secondary Bidder of that same group, which will then become the primary.

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

REQUIREMENTS:

2.6.1 Experience: The Bidder shall be regularly engaged in the business of providing similar products and services described in this solicitation. Bidders shall provide one (1) reference with their bid submittal. The reference must be from a customer that is purchasing, or has recently purchased, similar products and services from the Bidder within the past five years.

The Bidder shall submit the reference in the form of a signed letter on the reference's company stationary. The letter must specify the following:

- A. Confirmation of a contract and description of the product and delivery service provided by the Bidder.
- B. Confirmation that the Bidder successfully provided the product and services in accordance with the terms and conditions of the contract.
- C. Affirmation that the reference favorably recommends the Bidder to Miami-Dade County for the product and services described herein.

The Bidder's submittal shall include the reference's company name, contact name, telephone number, and e-mail address of the person who can verify to the County that the Bidder has successfully provided similar products and services. The reference shall provide, to the County's satisfaction, that the Bidder has sufficient experience and expertise in the industry to meet the scope of work and all requirements of this solicitation.

2.6.2 Location: The successful Bidders of group one shall be located within Miami-Dade, Broward, or Monroe counties, or have a local service dealer, or an authorized representative located in these counties capable of performing and responding to all scheduled and unscheduled delivery requests during the term of the contract.

SECTION 2
SPECIAL CONDITIONS

Delivery requests shall include, but not limited to; request to top-off any tank at any time. There are no geographical restrictions for group 2 Bidders.

2.6.3 Documentation: The Bidder shall submit with its bid the Material Safety Data Sheet (MSDS, aka OSHA Form 174) for the chemical they are offering and shall clearly indicate the pH level for its intended use.

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

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON THE PRODUCER PRICE INDEX

If a Bidder is awarded a contract under this solicitation, the price proposed by the awarded Bidder shall remain fixed for the first year of the contract. Thereafter, the price may be adjusted yearly by multiplying it by the yearly percentage of change in the price index listed below. The adjustments may be upward or downward.

Series Id: **PCU3256113256111**

Industry: Soap and other detergent manufacturing

Product: Soaps and detergents, commercial, industrial, and institutional

The link to this index is below.

<http://data.bls.gov/timeseries/PCU3256113256111>

The price adjustments shall be calculated on the month preceding the anniversary of the effective date of the contract for each subsequent option term if applicable. The period used to calculate the adjustment shall include the preceding months available in the index above (including preliminary [P] numbers), or the preceding twelve (12) months, whichever period is greater.

As an example, if a contract's effective date is January 1, 2011; the percentage of change is calculated as an increase of five (5) percent ($229 \div 217.7 = 5\%$). If the County authorizes such increase, the price will be multiplied by five percent, applied to the option term commencing January 2012. Note; not all twelve months may be available for calculations.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	217.7	218.2	219.6	219.8	220.8	221.3	221.6	221.8	222.6	222.6	222.7(P)	229.0(P)

The submission of upward adjustment request to the County is the responsibility of the awarded Bidder, and will not be granted automatically. These requests must be sent to the Procurement Contracting Officer assigned to the contract, at least thirty (30) calendar days prior to the anniversary date stated above.

Upward adjustments may change the award ranking of bidders, and therefore the award of the primary if the subsequent price is higher than the secondary's price, after all adjustments requests are calculated. It shall be further understood that the County reserves the right to reject any upward price adjustments submitted by the primary Bidder and/or to terminate the contract for convenience with the primary Bidder based on such price adjustments.

All downward adjustments will be reviewed by the County and may be exercised if it is in the County's best interest.

SECTION 2
SPECIAL CONDITIONS

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES:

2.10.1 Group One

Failure to provide the chemical in accordance with the specifications herein, and in accordance with the delivery schedule established by MDT with the successful Bidders of group one as specified in Section 2, paragraph 2.17.1, and to the satisfaction of the County shall cause the awarded Bidder to be subject to liquidated damages in the amount of \$300.00 for each calendar day the product is not delivered and accepted by MDT for each of the three 1,000 gallon bus wash tanks, limited to five (5) calendar days or \$1,500 per each occurrence per tank.

Thereafter, the awarded Bidder may be subject to default in accordance with Section 1, paragraph 1.23. No liquidated damages apply to delivery to other tanks marked Auxiliary in Section 3, paragraph 3.7. However, repeated failure to deliver to other tanks may be justification for default at the County's discretion.

As compensation due the County for loss of use and for additional costs incurred by the County due to such unavailability of chemicals, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the awarded Bidder under this contract, or to invoice the Bidder for such damages if the costs incurred exceed the amount due the Bidder. Delays by certain specified causes that are beyond the awarded Bidder's control (e.g., weather, strikes, and natural disasters) will not be assessed.

2.10.2 Group Two

Failure to deliver the chemical at time of need, in accordance with Section 2, paragraph 2.17.2 and to the satisfaction of the County, shall cause the awarded Bidder to be subject to liquidated damages in the amount of \$300.00 for each calendar day the product is not delivered and accepted by MDT limited to five (5) calendar days or \$1,500 per each occurrence per tank.

As compensation due the County for loss of use and for additional costs incurred by the County due to such unavailability of chemicals, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the awarded Bidder under this contract, or to invoice the Bidder for such damages if the costs incurred exceed the amount due the Bidder. Delays by certain specified causes that are beyond the awarded Bidder's control (e.g., weather, strikes, and natural disasters) will not be assessed.

SECTION 2
SPECIAL CONDITIONS

2.11 INDEMNIFICATION AND INSURANCE

Pending Risk Management's review of insurance language from previous bid below...

Changes from previous bid: Vendors will no longer install any of their equipment on County facility. Vendor will only deliver their bulk chemical into County tanks for group one and deliver in totes of 275 gallons for group 2.

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

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

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do

SECTION 2
SPECIAL CONDITIONS

Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

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

Insurance will only be required from the awarded primary bidder of each group.

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

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

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

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

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1, Paragraph 1.23 of this solicitation.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED DELIVERIES

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

All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

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

III. Pricing Information:

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity in gallons

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location of each tank, quantity and date of delivery of chemicals

2.16 SHIPPING TERM: F.O.B. DESTINATION

SECTION 2
SPECIAL CONDITIONS

All Bidders shall quote prices based on F.O.B. Delivery and shall hold title to the chemical until such time as the chemical is delivered into each tank (group 1), or delivered in totes (group 2), and accepted by an authorized County representative at each facility.

2.17 DELIVERY REQUIREMENTS

2.17.1 Group One (1)

The awarded Bidder shall be responsible for coordinating and providing a delivery schedule to MDT's project manager within ten (10) working days after receipt of a purchase order. The schedule shall meet all MDT's needs for all delivery logistics, including but not limited to, delivery dates and times to fill tanks listed in accordance with Section 3, paragraph 3.7, obtaining security authorization for all the awarded Bidder's delivery personnel to access all sites, and identification of site delivery and setup areas. Failure by the awarded Bidder to agree to, and provide MDT with, a delivery schedule approved by MDT shall be grounds for default in accordance with Section 1, paragraph 1.23.

The contact information for MDT's project managers will be provided to the successful Bidder after award. Failure by the awarded Bidder to adhere to the delivery schedule may result in liquidated damages at the discretion of the project manager in accordance with Section 2, paragraph 2.10.

2.17.2 Group Two (2)

The vendor shall make deliveries within fourteen (14) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of any delays with as much advance notice as possible so that a revised delivery schedule can be appropriately considered by the County.

Failure by the awarded Bidder to adhere to the delivery schedule may result in liquidated damages at the discretion of the project manager in accordance with Section 2, paragraph 2.10.2. Thereafter, should the awarded bidder 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 incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

The County reserves the right to temporarily or permanently stop or change the delivery schedule at any time in anticipation of possible work interruptions such as weather conditions, facility maintenance, or any other reasons.

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

SECTION 2
SPECIAL CONDITIONS

Intentionally Omitted

2.20 CONTACT PERSON

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.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

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

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

JOINT PURCHASE

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

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

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

VENDOR COMPLIANCE

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

SECTION 2
SPECIAL CONDITIONS

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

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

2.23 DELETION OF FACILITIES OR TANKS

Although this solicitation identifies specific tanks and facilities to be serviced, it is hereby agreed and understood that MDT may delete service to any facility or tank(s) within a facility when such products or services are no longer required during the contract period; upon five (5) working day's written notice to the awarded Bidder.

2.24 ADDITIONAL MDT FACILITIES OR TANKS MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities and tanks to be serviced, it is hereby agreed and understood that any MDT facility or tank may be added to this contract at the same price at the option of the County. The additional site(s) shall be added to this contract by formal modification of the award sheet.

2.25 CLEAN-UP

All unusable materials, spilled chemical, and debris shall be removed from the premises as soon as possible or at least at the end of each delivery, and disposed of in an appropriate manner by the awarded Bidder at its expense and the site returned to its original condition before work commenced.

2.26 COMPLIANCE WITH FEDERAL STANDARDS

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

2.27 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

The awarded Bidder shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

SECTION 2
SPECIAL CONDITIONS

2.28 LEGAL REQUIREMENT FOR POLLUTION CONTROL

Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code is made a part of these specifications by reference and may be obtained by the Bidder through the Permitting, Environment and Regulatory Affairs department at 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6907.

2.29 TOXIC SUBSTANCES / FEDERAL "Right to Know" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.30 TESTING OF PRODUCTS

The County reserves the right to perform tests on the chemical at its own expense over the term of the contract to ensure continued compliance with the specifications herein.

2.31 FEES, TAXES, AND OTHER CHARGES

All fees, taxes, and any other charges are to be paid by the awarded Bidders and incorporated in the Bidder's bid price. Miami-Dade County will only pay the bid price awarded.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The awarded Bidders shall deliver to MDT one liquid chemical for each group that will clean the exterior of transit buses, rail cars, and other equipment and surfaces identified in this Section. The awarded Bidder for group one shall be responsible for maintaining an adequate supply of their chemical in MDT's tanks at all times. The awarded Bidder for group two shall deliver totes as requested by the Facilities Maintenance Supervisor at MDT's Rail division.

3.2 CHEMICAL PERFORMANCE AND CONTENT**3.2.1 Group One: Bus division**

The chemical shall be delivered in bulk into each tank.

- The chemical shall not leave any spotting or streaking on bus windows.
- The chemical shall contain a minimum 20% of surface active agents.
- The chemical shall not be corrosive to rubber products on bus windows, glass, tail lights, marker lights, etc. or etch or dull aluminum, stainless steel, and wrapped or painted surfaces.
- The chemical shall have enough lubricity not to dry out the bus wash brushes (see paragraph 3.4) and also be capable to provide a clear rinse.
- The chemical shall provide the following characteristics: non-foaming, fast rinsing, and non-streaking and display no residue build-up.
- The chemical shall not be hazardous in its virgin state (non-corrosive/non-acidic) with a Pensky-Martens Closed Cup (PMCC) flash point at a minimum 265 degrees F.
- The chemical shall be in liquid form and have a shelf life of a minimum of six (6) months from date of delivery.
- The chemical shall not have a pH above 10.0 and below 5.0 in its intended use state, and be non-hazardous in its virgin state (non-corrosive, non-acidic, and non-flammable).
- The chemical shall contain wetting agents in order to reduce the surface tension of the incoming water supply to solubilize oils, grease, and carbon film from the rear of the bus and carbon film from the railcar undercarriage.
- The chemical shall not contain any aromatic solvents.
- The chemical shall not contain more than 50% Volatile properties.
- All surfactants and detergents shall be readily compostable or biodegradable and, when possible, shall not contain phosphates.

3.2.2 Group Two: Rail division

The chemical shall be delivered in totes of 275 gallons.

- The chemical shall be furnished in liquid form and effectively clean soiled Rail car exteriors with single water dilution ratio of 1:1 to 1:25 at output using automated mixers rail car washing systems using County water. The chemical shall also

SECTION 3
TECHNICAL SPECIFICATIONS

effectively clean Rail car exteriors in cold or hot water high-pressure spray or hand cleaning applications.

- The chemical shall be rated non-hazardous.
- The chemical shall consist of water-soluble detergents, builders, inhibitors, buffering agents, surfactants and other items suitable for the intended purpose.
- The chemical shall not contain any items which will be harmful to the exterior of stainless steel or aluminum transit vehicles or equipment.
- The chemical shall not cause pitting or darkening of stainless steel or aluminum or cause cracking or permanent softening of natural or synthetic rubber.
- The chemical shall not damage the paint, finish, or any of the advertisements (train wraps), logos, decals, etc. on any rail vehicle.
- The chemical shall not leave any coating of soap or wax type substance on the glazing under any conditions.
- The chemical shall not craze polycarbonates or acrylics or any synthetic glazing.
- The chemical shall also be biodegradable and contain no abrasives.
- The chemical shall have a minimum of 35% to a maximum 43% non-volatile matter.
- The chemical shall contain no ingredients deemed hazardous or ingredients for which the degree of hazard has not been appraised.
- The chemical shall not contain phenol, creosol or their derivatives, nor shall it contain any benzene or carbon tetrachloride.
- The chemical shall not harm the skin if flushed away with cold water within one (1) minute of contact.
- The chemical shall have no adverse effects on the health of, nor present any hazard to personnel when used for its intended purpose.
- The chemical shall not have any of the following: Solvents, Sodium or Potassium hydroxide, Glycol EB, Glycol DB, mineral acids, phosphoric acid, sulfuric acid, hydrochloric acid, phosphates
- The chemical shall not emit offensive odors or harmful or irritating vapors when used with spray washing, at temps ranging from 30° to 212°F.
- The chemical shall not damage washer equipment, washer areas or bristles made of tampico, polyethylene, polypropylene, nylon, silicon or silicone types.
- The chemical shall not hold grease or grime to the washer brushes regardless of brush material.
- The chemical shall perform with the washing equipment used by Miami-Dade County without harm to pressure tanks, pumps, fluid lines, nozzles and brushes, or any part of these, and shall have a rewetting and rinse free action with the final vehicle rinsing equipment. Post rinse run-off shall not be considered as lack of free rinsing properties on vehicles which do not have roof gutters.
- The chemical shall not cause calcium in the water to precipitate out into the wash equipment, including pumps, valves, lines, and nozzles.

SECTION 3
TECHNICAL SPECIFICATIONS

- The chemical shall not have any VOC's, flash point, or photo chemically active materials.
- Chemical full strength shall not have a pH below 4.0 or above 12.0.
- The chemical shall not have any dyes or perfumes.
- The chemical shall not contain phenols or their salts, halogenated hydrogen, chromium and its salts and salts that leave a residue or any E.P.A. restricted chemical.
- The chemical shall not lose its effectiveness or otherwise deteriorate when stored for at least one (1) year outside, or when subjected to temperature changes during transit in the original closed container.
- The chemical shall not have a change in its cleaning effectiveness for at least three (3) freeze and thaw cycles.

3.2.2.1 Labeling of Totes. All labels shall contain the following information:

- The chemical name and the common name or trade name.
- A hazard warning by symbol and words.
- The name, address, and telephone number of the manufacturer.
- The chemical name or common name of either the top five substances by volume or those substances making up 5% or more of the mixture.
- Intended usage of the contents.
- Labels shall be placed approximately midway on the side of the tote.
- Labels shall be plastic coated or sprayed with a clear sealant that will render the label waterproof and compatible with the contents of the tote.
- Should the label be painted onto the side of the tote, the color of the label lettering shall be in contrast with the color of the tote.
- Intended usage of the contents.
- Batch number with reference to the specific bath or mix of the compound supplied.
- All stenciled lettering shall be a minimum of 1-1/2" high, upper case, Gothic letters and numerals. Color of stenciling shall be in contrast with the color of the tote.
- Any tote delivered and identified as having improper labels or stenciling, at the time of delivery or subsequent to delivery, shall be returned to the Contractor at the sole cost and expense of the Contractor.

3.2.2.2 Totes Specifications:

- 275 gallon polymer tank with its four sides encapsulated in a protective metal cage containing vertical and horizontal members.

SECTION 3
TECHNICAL SPECIFICATIONS

- The protective metal cage attaches to heavy-duty re-enforced bottom that is designed to support and too allow transport of the container by a fork lift.
- The container has a capped 2" National Pipe Thread (NPT) on the bottom of one of its sides and a 6" capped opening in the center of the top.
- The overall size of the container, including the protective metal cage shall be approximately 38-1/2" W x 46" L x 45" H.

3.3 TASKS

3.3.1 Group One: Bus division

The awarded Bidder shall be responsible for maintaining an adequate supply of its chemical by monitoring, ordering, delivering, and dispensing the chemicals into all MDT tanks at all Bus division (group one) facilities identified in paragraph 3.7 throughout the term of this contract. An adequate supply will be determined by MDT's PM. The chemical shall be delivered to the attention of the PM or designee at each facility who will supervise the delivery process including, but not limited to, the amount of chemicals delivered and the cleanup of the sites.

The County reserves the right to require the awarded Bidder to top-off any tank in anticipation of possible work interruptions such as weather conditions, facility maintenance, or any other reasons. Therefore, the awarded Bidder shall be on call during MDT work hours (7am to 5pm) and required to make unscheduled deliveries of its chemical within twenty-four (24) hours after being notified by MDT via phone or e-mail.

3.3.2 Group Two: Rail division

The awarded Bidder shall deliver their chemical in 275 gallon totes to the Facilities Maintenance Supervisor or designee at MDT's Rail division.

The awarded Bidder shall not use County equipment, water, personnel, or any County resources to perform the work described herein. The awarded Bidder shall not mix or prepare its chemical on County property.

Subsequent to award, the successful Bidder shall provide to the County their representative's phone numbers and e-mail addresses.

3.4 BUS WASH SYSTEM INFORMATION

MDT's wash system was manufactured by InterClean Wash Systems Inc., of Ypsilanti, Michigan. The system is a closed loop, hybrid using high pressure and brushes. Approximately 23 gallons of water are used to wash the average bus. The system's output is approximately 60 GPM's at a velocity of 2' per second. MDT cleans 125 to 150 buses daily at each of the three garages, for a combined estimate of 2,625 to 3,150 total cleanings weekly. The bus wash system used by the county has a dilution rate of 1:40.

SECTION 3
TECHNICAL SPECIFICATIONS

The arch pressure is set at 50 pounds per square inch (PSI), governed by a pressure regulating valve (PRV). The total flow rate of the front/side arch (6 double and 4 single nozzle spray assemblies) is about 8 gallons per minute (GPM). That arch runs for 1 foot per second (FPS), or 40 seconds for a 40 foot bus. There is a separate rear arch (7 single nozzle spray assemblies) which is 10 GPM and it runs for 10 seconds per bus.

3.5 RAIL CAR WASH SYSTEM INFORMATION

The chemical section of the rail system, chemical arch 1 and chemical arch 2 of the William Lehman Facility rail car wash system, was manufactured by InterClean Wash Systems Inc., of Ypsilanti, Michigan. The brush module, the pre-rinse and final rinse of the rail car wash system was manufactured by Power Wash, a company that no longer exists.

The chemical system is composed of dual applications; the acid wash chemical is dispensed through arch number 1 and the alkaline aluminum brightener chemical through arch number 2. The chemicals are each dispensed from independent 275 gallon totes, installed in secondary containment canisters in the rail car wash building. The chemicals are diluted with water using Inject-O-Meter, model HVI-82 chemical pump, and titrated to the desired solutions of 1:60 at chemical arch 1 and 1:30 at chemical arch 2. The arch's static pressure is set at 50 pounds per square inch (PSI), governed by a pressure regulating valve (PRV).

The chemical consumption is based upon a 75 ft. rail car, traveling through the wash at 2 mph and using the recommended dilution for each product. It is estimated an approximate forty second travel time for each railcar to travel through both arches.

At a dilution ratio of 1:60 for the acid wash in chemical arch 1 the consumption of chemical is approximately 28.4 ounces per rail car.

At a dilution ration of 1:30 for the alkaline wash in chemical arch 2 the consumption of chemical will use approximately 56.9 ounces per railcar.

Considering each of our 132 railcars are washed twice per week, or a total of 264 washes per week our weekly chemical consumption would be 264×28.4 ounces = 7,498 ounces (58.6 gallons/week) for the acid wash at chemical arch 1 and 264×56.9 ounces = 15,022 ounces (117.4 gallons/week) for the alkaline wash at chemical arch 2.

The pre-rinse and final rinse arches have 24 heads per rinse arch. Each arch is serviced by a 3" water pipe; each head supplies 7 GPM at 40 PSI on a 40 degree angle, providing a flow 168 gallons per minute (GPM) per rinse arch.

3.6 OTHER INTENDED USES (Group One Only)

3.6.1 The following are other intended uses for the Bus wash chemical:

- a. Cleaning floors with shop floor scrubbers and mopping. Oil/grease spills and residue.
- b. Cleaning shop's outer apron and Revenue Island / fuel area. Oil/grease small spills and residue.
- c. High pressure/hot water washing. Engine and chassis cleaning of grease, road dirt and oil residues.

SECTION 3
TECHNICAL SPECIFICATIONS

- d. Cleaning of HVAC bus evaporator.
- e. Cleaning of inside bus, light floor mopping.

3.7 FACILITY ADDRESSES AND NUMBER OF TANKS & CAPACITY (Group One)

Facility:
Central Bus Maintenance
3431 N.W. 31st St.
Miami, Fl. 33142
Contact Number: 305-638-7450

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Wash Rack Tank	One	1,000	Washing exterior of buses
Fuel Island (Auxiliary)	One	300	Interior of Buses (non-foaming)
Shop Area (Auxiliary)	One	250	Pressure washing engines and parts (non-foaming) and Floor Scrubbers & general housekeeping (non-foaming)

Facility:
Central Support Services M/O
3295 N.W. 31st St.
Miami, Fl. 33142
Contact Number: 305-638-7251

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Pressure Cleaning Bays & Shop Area (Auxiliary)	One	250	Pressure washing engines and parts (non-foaming) and Floor Scrubbers & general housekeeping (non-foaming)
Pressure Cleaning Bays & Shop Area (Auxiliary)	One	500	Pressure washing engines and parts (non-foaming) and Floor Scrubbers & general housekeeping (non-foaming)

Facility:
Coral Way Bus Maintenance

**SECTION 3
TECHNICAL SPECIFICATIONS**

2775 SW 74th Avenue
Miami, Fl. 33155
Contact Number: 305-263-6321

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Wash Rack Tank	One	1,000	Washing exterior of buses
Pressure Cleaning Bays (Auxiliary)	Two	250 ea.	Pressure washing engines and parts (non-foaming)
Shop Area (Auxiliary)	One	300	Floor Scrubbers & general housekeeping (non-foaming)
Fuel Island (Auxiliary)	One	300	Interior of Buses (non-foaming)

Facility:
Northeast Bus Maintenance
360 NE 185th Street
Miami, Fl. 33179
Contact Number: 305-654-6511

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Wash Rack Tank	One	1,000	Washing exterior of buses
Pressure Cleaning Bays (Auxiliary)	One	250	Pressure washing engines and parts (non-foaming)
Pressure Cleaning Bays (Auxiliary)	One	225	Pressure washing engines and parts (non-foaming)
Fuel Island (Auxiliary)	One	500	Interior of Buses (non-foaming)

3.8 FACILITY ADDRESS (Group Two)

Rail – William Lehman
360 NW 72nd Avenue
Miami, Fl. 33166
Contact Number: 305-884-7519

3.9 BUS WRAP INFORMATION

The chemical shall not damage the paint, finish, or any of the advertisements (bus wraps), logos, decals, etc. on any County bus. The manufacturer’s information for the FLEXcon bus wrap system is linked below. The first link is the product system for the bus body, and the second link is for the bus windows.

<http://www.flexcon.com/~media/Files/PDFs/Website/ApplicationSheets/Bus%20and%20Train%20Wrap%20System%20-%20BodyTail%20-%20White%20Printable%20Base%20Film%20Luster%20Overlamine.ashx>

SECTION 3
TECHNICAL SPECIFICATIONS

<http://www.flexcon.com/~media/Files/PDFs/Website/ApplicationSheets/Bus%20and%20Train%20Wrap%20System%20-%20Window%20-%20Flat%20and%20Curved%20Surfaces%20-%20Up%20to%201%20Year%20-%20OV5055.ashx>

3.11 BUY GREEN PURCHASING GUIDE

All surfactants and detergents shall be readily compostable or biodegradable and, when possible, shall not contain phosphates.

SECTION 4
BID SUBMITTAL FORM

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

OPENING: 2:00 P.M.
, 2012



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

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

Issued by: **ISD/PMS**
J. Lee

Date Issued:
DRAFT

This Bid Submittal Consists of
Pages through

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

Title:
Bus and Rail Car Wash Chemicals

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.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIVE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 485-36, 505-30	
Procurement Contracting Officer Jesus Lee	

FIRM NAME _____

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

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

**SECTION 4
BID SUBMITTAL FOR:**

FIRM NAME: _____

ITEM NO.	ESTIMATED FIVE YEAR QUANTITY	DESCRIPTION	UNIT PRICE
----------	------------------------------	-------------	------------

1. 170,000 gal Bus Wash Chemical \$ _____ / gal
Group One

Manufacturer: _____

Name of Chemical: _____

Part / Model number of Chemical: _____

CHECKLIST: Bid Submittal	Please initial below as submitted:
<p>Pursuant to section 2, paragraph 2.6.1, provide one business reference by submitting a letter on the reference's company letterhead and complete the information below.</p> <p>Reference's Company Name: _____</p> <p>Contact Person's Name: _____</p> <p>Phone Number: _____</p> <p>E-mail: _____</p>	<p>X _____</p>
<p>Pursuant to Section 2, paragraph 2.6.2, if the Bidder is not located within Miami-Dade, Broward, or Monroe counties, please provide below your local service dealer or authorized representatives address below:</p> <p>Name and address of dealer or authorized representatives:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>X _____</p>
<p>Pursuant to section 2, paragraph 2.6.3; attach the Material Safety Data Sheet (MSDS) for the chemical offered.</p>	<p>X _____</p>

SECTION 4
 BID SUBMITTAL FOR:

FIRM NAME: _____

ITEM NO.	ESTIMATED FIVE YEAR QUANTITY	DESCRIPTION	UNIT PRICE
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2.	20 Totes (275 gal each)	Rail Wash Chemical Group Two	\$ _____ / Tote
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Manufacturer: _____

Name of Chemical: _____

Part / Model number of Chemical: _____

CHECKLIST: Bid Submittal	Please initial below as submitted:
Pursuant to section 2, paragraph 2.6.1, provide one business reference by submitting a letter on the reference's company letterhead and complete the information below. Reference's Company Name: _____ Contact Person's Name: _____ Phone Number: _____ E-mail: _____	X _____
Pursuant to section 2, paragraph 2.6.3; attach the Material Safety Data Sheet (MSDS) for the chemical offered.	X _____

SECTION 4
BID SUBMITTAL FOR:
Bus and Rail Car Wash Chemical
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

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

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Bus and Rail Car Wash Chemicals

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

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

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

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

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

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

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the Bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the Bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the Bidder.

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

Yes _____ No _____

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



Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ___/___-___/___/___/___/___/___

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

Signature: _____ (Signature of authorized agent)

By signing this document the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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