DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Requisition/Project No: ROPM1200033
Requisition/Project Title: TESTING OF VARIOUS FIRE APPARATUS

Description: The purpose of this solicitation is to establish a contract for the purchase of testing and certification services for aerial devices and ground ladders for the Miami-Dade Fire Rescue Department.

User Department(s): MDIFR
Issuing Department: Procurement Management
Estimated Cost: $250,000.00
Contact Person: Robin Webb
Funding Source: Fire District Funds
Phone: (305) 375-4356

ANALYSIS

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here X If this is a New Contract/Purchase with no Previous History

EXISTING 2ND YEAR 3RD YEAR
Contractor: Underwriters Laboratories, Inc. Underwriters Laboratories, Inc. Underwriters Laboratories, Inc.
Small Business Enterprise:
Contract Value: $52,908.13 $52,908.13 $50,908.13
Comments:

Continued on another page(s): Yes X No

RECOMMENDATIONS

SBE Set-Aside Sub-Contractor Goal Bid Preference Selection Factor
%- % X
%- %
%- %
%- %

Basis of Recommendation:

Signed: Robin Webb Date to SBD: 7/26/12

Date Returned to DFM: 7/27/2012
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

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

INSURANCE:.......................... Section 2, Para. 2.11
SMALL BUSINESS ENTERPRISE MEASURE:.. Section 2, Para. 2.2
USER ACCESS PROGRAM:.......................... Section 2, Para. 2.21

FOR INFORMATION CONTACT:
Robin Webb, CPPB at 305-375-4356, or at drobin@miamidade.gov

IMPORTANT NOTICE TO AWARDED BIDDERS:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

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

FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-
RESPONSIVE
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5439-0/17

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

Procurement Contracting Officer: Robin Webb, CPPB

Bids will be accepted until 2:00 p.m. on February 22, 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 Awarded 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 AWARDED 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 AWARDED BIDDER RESPONDING TO THIS SOLICITATION
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/PDM – 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, 11th Floor, Miami, FL 33128, Phone 305-375-5774.
Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PDM

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. 1st Street, 11th 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 toConflict 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, 2006, 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/PDM), 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/PDM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 11th 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. 93-133, amending Section 2-8.1(d)(2) of the County Code)

3. Miami-Dade 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-389-99)

5. Miami-Dade County Department 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-330-92)

14. W-9 and 8108 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 “Vendor Number”. To comply with Section 119.071(6) of the Florida Statutes relating to the collection of an individual’s Social Security Number, be aware that ISD/PDM 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

Pursuant to Section 2-1076 of the County Code.

17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Revised 6/18/12
C. PUBLIC ENTITY CRIMES
Pursuant to Section 297.1332(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 297.017 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
"Code 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 33128-1903 or email
clerkcc@miad.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.
Fees of Ignorance by the Bidder of conditions that exist at the
time which 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
SJDPM 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 Sections 2-8 to 2-14 of the Miami-Dade County Code,
the time at which payment shall be due from the County or the Public
Health Trust shall be forty-five (45) days from the 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 recover 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 9-9,
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 to Contractor to the Contractor under
t his 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
initiated in ink. Failure to comply with these requirements may
result in the Bid being 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

---II---

Revised 6/19/12
SECTION 1
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 property 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 IS/D/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 (JUP) 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 described 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
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 the work required herein. Damages, penalties, and/or
treasuries 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.

1.14. 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 capable 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 instrumentalties from and and
all liability, losses or damages, including attorney's fees and costs of
defense, which the County or its officers, employees, agents or
instrumentalties may incur as a result of claims, demands, suits,
causes of action 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 Instrumentalties 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. 267.055 Fla. Stat.), purchase, lease, permit, concession or
management agreement shall, within five (5) business days of the filing
of such recommendation, submit an affidavit under the 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 for 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 cause 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, 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
cancel 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 Comission Auditor, or
other auditor of the County’s choosing at the Contractor's expense.

Revised 6/18/12
The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 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 shall 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 redescribe and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The refusal 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" 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 confidentiality, 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 PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer.

7. Making PHI available to Miami-Dade County for any 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 and disclosures that would be made with protected health information.

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 CITT.

1.31 LOBBYIST CONTINGENCY FEES
A) In accordance with Section 2-11.1(e) of the Code of Miami-Dade County, after May 15, 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 dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which 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

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to purchase testing services for various fire rescue equipment to include aerial devices and ground ladders in conjunction with the County's needs, in compliance with National Fire Protection Association (NFPA) Standards 1911 and 1932.

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

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

A 10% percent bid preference shall apply to awards valued up to $1 million and a 5% percent bid preference shall apply to awards greater than $1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access Miami-Dade County - Small Business Development - Certification Process.

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

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: FIVE 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 Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: To a Single Lowest Priced Awarded Bidder In The Aggregate

Award of this contract will be made to the responsive, responsible awarded Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single awarded Bidder.
SECTION 2
SPECIAL CONDITIONS

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

MINIMUM QUALIFICATIONS OF AWARDED BIDDERS

Awarded Bidder shall meet the following minimum qualification requirements:

A. Awarded Bidder shall have been in the business of testing fire rescue equipment for a minimum of five years.

B. Awarded Bidder shall employ a structural engineer who will direct the inspections and interpret the test results.

C. Awarded Bidder shall employ a technician(s) with a current Level II NDT technician certification as specified in American Society of Non-Destructive Testing (ASNT) CP-189, Standard for Qualification and Certification of Nondestructive Testing Personnel, to perform the specified tests per NFPA Standard 1911.

D. If the awarded Bidder is a third party testing organization per NFPA Standard 1911, awarded Bidder shall meet the requirements of ISO/IEC 17020, General criteria for the operation of various types of bodies performing inspections.

2.7 PRICES SHALL BE FIXED WITH PRICE ADJUSTMENT

Prior to, or upon completion, of the first year of the contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, Selected areas, All items.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of second year of the contract term, the awarded Bidder's request for adjustment should be submitted 90 days prior to anniversary date of contract award. The awarded Bidder adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the awarded Bidder, the County will assume that the awarded Bidder has agreed that a request for price adjustment is waived. Any adjustment request received less than 90 days prior to the anniversary date may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The County reserves the right to reject any price adjustments submitted by the awarded Bidder. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted
2.9 **EQUAL PRODUCT**

Intentionally Omitted

2.10 **LIQUIDATED DAMAGES**

Intentionally Omitted

2.11 **INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

The awarded Bidder shall furnish to the awarded Bidder Assistance Section, Internal Services Department, Procurement Management Division, 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 awarded Bidder as required by Florida Statute 440.

B. General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance 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.
SECTION 2
SPECIAL CONDITIONS

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

NOTE: 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 awarded Bidder of his liability and obligation under this section or under any other section of this agreement.

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

The awarded Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the awarded Bidder in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the awarded Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek reprocurement damages from the awarded Bidder in accordance with Section 1, Paragraph 1.22 of this solicitation.

2.12 BID GUARANTY
Intentionally Omitted

2.13 PERFORMANCE BOND
Intentionally Omitted

2.14 CERTIFICATIONS
Intentionally Omitted
2.15 **METHOD OF PAYMENT: MONTHLY INVOICES AND ITEMIZED INVOICES FOR EMERGENCY WORK**

The awarded Bidder shall submit monthly invoices which reflect the basic information set forth below by the tenth (10) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect standard service specified in the contract and provided to the County in the prior month. In addition, the successful Awarded Bidder shall submit a separate invoice to the County department that has requested emergency service not specified in the contract. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency service. The invoice for emergency service shall itemize all costs of labor and materials.

All invoices shall contain the following basic information:

I. **Awarded Bidder Information:**
   - The name of the business organization as specified on the contract between Miami-Dade County and awarded Bidder
   - Date of invoice
   - Invoice number
   - Awarded Bidder's Federal Identification Number on file with Miami-Dade County

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

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

IV. **Goods or Services Provided per Contract:**
   - Description
   - Quantity

V. **Delivery Information:**
   - Delivery terms set forth within the Miami-Dade County Release Purchase Order

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Revised 7/28/11
SECTION 2
SPECIAL CONDITIONS

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

Order

• Location and date of delivery of goods, services or property

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

2.16 SHIPPING TERMS
Intentionally Omitted

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 BACK ORDER ALLOWANCE
Intentionally Omitted

2.19 WARRANTY REQUIREMENTS
Intentionally Omitted

2.20 CONTACT PERSONS:
For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Robin Webb, CPPB, at (305) 375-4356 email – drobin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

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

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

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

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 awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Awarded Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The awarded Bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

Awarded Bidder Compliance

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

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN’S BUSINESS PREFERENCE

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

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

2.23 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be installed by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.24 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).

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

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded Bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded Bidder, or to acquire the items through another means.
SECTION 3
TECHNICAL SPECIFICATION
TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

3.1 GENERAL PROVISIONS

Miami-Dade Fire Rescue requires the services of a qualified company to test and certify various types of fire service aerial devices and ground ladders.

3.2 MINIMUM TESTING PROCEDURES

All aerial devices shall be tested in accordance with the procedures described in N.F.P.A. 1911 “Testing Fire Department Aerial Devices” published by the National Fire Protection Association, 2007 edition. Testing will include all annual and non-destructive test requirements.

All ground ladders shall be tested in accordance with the procedures described in N.F.P.A. 1932 “Service Testing of Fire Department Ground Ladders” 2010 edition, including any tentative interim amendments.

Aerial testing shall include transmittal of samples for spectrochemical analysis and physical properties tests of aerial device hydraulic oil to appropriate testing facilities.

3.3 DOCUMENTATION

The awarded Bidder shall provide the following to the Miami-Dade Fire Rescue Department:

1. As inspection is in progress, a preliminary report shall be provided of issues that can be resolved prior to completion of the inspection.

2. A complete test report for each aerial device and ground ladder inspection within fourteen (14) calendar days of completion of inspection.

3. A certificate of inspection shall accompany the report of each aerial device that successfully completes the test procedure. A list of recommendations shall accompany the report for each aerial device addressing any irregularities observed that are not addressed in the N.F.P.A. testing procedure but are believed by the testing company to violate acceptable industry standards or to compromise safe operating practices.

4. Written laboratory maintenance recommendations shall be provided with spectrochemical analysis and aerial device hydraulic oil test results.

5. A certificate of inspection shall be provided for each aerial device that did not successfully complete the test procedures but was subsequently repaired to the satisfaction of the testing company. The certificate of inspection shall be forwarded within ten (10) calendar days of receipt of documentation that all discrepancies have been rectified.

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Revised 7/28/11
SECTION 3
TECHNICAL SPECIFICATIONS

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

3.4 LOCATION OF TESTING

All testing shall be performed within Miami-Dade County, Florida at locations designated by the Miami-Dade Fire Rescue Department.

3.5 RETESTING

Should a unit require re-testing for minor defects (small weld cracks, hydraulic leaks, etc.) no additional cost shall be incurred as long as the testing company is still in Miami-Dade County conducting original testing.

3.7 EQUIPMENT TO BE TESTED

The following equipment will be tested annually:

Aerials:

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<th>Qty</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
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<td>Rosenbaur</td>
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</tr>
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<td>2</td>
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<td>Pierce</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>75 ft. aerial ladder</td>
<td>Ladder Tower</td>
<td>M-75</td>
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<td>MZ100</td>
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<tr>
<td>1</td>
<td>105 ft. platform</td>
<td>Pierce</td>
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Ground Ladders:

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<th>Description</th>
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<tr>
<td>ALCO-LITE PRL-16 ALUMINUM ROOF LADDER</td>
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<tr>
<td>ALCO-LITE PRL-14 ALUMINUM ROOF LADDER</td>
</tr>
<tr>
<td>DUO-SAFETY 24&quot;, 2-SECTION EXTENSION ALUMINUM LADDER, SERIES 900-A</td>
</tr>
<tr>
<td>DUO-SAFETY 35' EXTENSION LADDER, ALUMINUM SERIES #1225-A</td>
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</table>
Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

SECTION 4
BID SUBMITTAL

BI D NO.: 5439-0/17
OPENING: 2:00 P.M.
Wednesday
February 22, 2012

M IAMI-DADE COUNTY

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

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

Issued by: RLW

ISD/PM

Date Issued:

This Bid Submittal Consists of Pages 11 through 15

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.

TESTING OF VARIOUS FIRE APPARATUS, AERIAL DEVICES AND GROUND LADDERS

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<th>DO NOT WRITE IN THIS SPACE</th>
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</tr>
<tr>
<td>NON-RESPONSIVE</td>
</tr>
<tr>
<td>NON-RESPONSIBLE</td>
</tr>
<tr>
<td>DATE B.C.C.</td>
</tr>
<tr>
<td>NO BID</td>
</tr>
<tr>
<td>ITEM NOS. ACCEPTED</td>
</tr>
<tr>
<td>COMMODITY CODE(S): 065-05 961-45 990-42</td>
</tr>
<tr>
<td>Procurement Contracting Officer</td>
</tr>
</tbody>
</table>

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 SHALL RENDER THE AWARDED BIDDER INELIGIBLE FOR LOCAL PREFERENCE

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

-11 -

Revised 9/9/09
4.1 Minimum Qualifications

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Requirement</th>
<th>Initial as complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The reference(s) must be customers to which the awarded Bidder has provided fire rescue equipment testing. These references shall ascertain to the County's satisfaction that the awarded Bidder has sufficient experience and expertise in this discipline. The County, at its sole discretion, may choose to request additional information in order to assess awarded Bidder's responsibility.</td>
<td></td>
</tr>
</tbody>
</table>

Reference #1
Company Name: ________________________________
Contact Person: __________________ Title: ____________
E-mail Address: ________________________________
Phone Number: ________________________________
Services Provided: ______________________________
Time Period Services were Provided: ________________

Reference #2
Company Name: ________________________________
Contact Person: __________________ Title: ____________
E-mail Address: ________________________________
Phone Number: ________________________________
Services Provided: ______________________________
Time Period Services were Provided: ________________

Reference #3
Company Name: ________________________________
Contact Person: __________________ Title: ____________
E-mail Address: ________________________________
Phone Number: ________________________________
Services Provided: ______________________________
Time Period Services were Provided: ________________
4.1 MINIMUM QUALIFICATIONS (con’t)

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Requirement</th>
<th>Initial as complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.6B</td>
<td>Mechanical Engineer License attached</td>
<td></td>
</tr>
<tr>
<td>2.6C</td>
<td>Level II NDT technician certification attached</td>
<td></td>
</tr>
<tr>
<td>2.6D</td>
<td>Third party testing organization per NFPA Standard 1911 (yes or no):________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ISO/IEC 17020 certification attached (if third party)</td>
<td></td>
</tr>
</tbody>
</table>

4.2 PRICING

The following pricing includes all labor, material, tools necessary to test, inspect, and certify any or all of the following aerial devices and ground ladders in accordance with this solicitation:

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>ea</td>
<td>50’ Aerials</td>
<td>Snorkel/Telesquart/Pierce</td>
<td>$_________</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>ea</td>
<td>60’ Aerials</td>
<td>RK Aerials</td>
<td>$_________</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>ea</td>
<td>65’ Aerials</td>
<td>Rosenbaur/Pierce</td>
<td>$_________</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>ea</td>
<td>75’ Aerial Ladders</td>
<td>Ladder Tower/RK/Rosenbaur</td>
<td>$_________</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>ea</td>
<td>95’ Platform</td>
<td>Pierce</td>
<td>$_________</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>ea</td>
<td>100’ Platform</td>
<td>Simon Ladder Tower</td>
<td>$_________</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>ea</td>
<td>105’ Platform</td>
<td>Pierce</td>
<td>$_________</td>
</tr>
<tr>
<td>5</td>
<td>3880</td>
<td>ft</td>
<td>Ground ladders (provide price per foot)</td>
<td>Alco-Lite/Duo-Safety</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Total $_________
SECTION 4
BID SUBMITTAL FOR:

TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

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: ________

PRINT NAME: ___________________ TITLE OF OFFICER: ___________________
Bid Title: TESTING OF VARIOUS FIRE RESCUE EQUIPMENT

By signing this Bid Submittal Form the Awarded 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 Awarded Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Awarded Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Awarded Bidder is not a responsible contractor.

The Awarded 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 Awarded Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon awarded Bidder registration. Failure to register as a awarded Bidder 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 prior to bid or proposal submission.

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

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 awarded Bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the awarded Bidder 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 awarded Bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

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.

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

For the County’s information, the awarded 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. Awarded Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the awarded 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 awarded 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 ____________

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Revised 7/29/2011
MIAMI-DADE COUNTY

BID NO.: 5439-0/17

BID SUBMITTAL FORM

Firm Name: ________________________________

Street Address: ____________________________________________

Mailing Address (if different): _______________________________________

Telephone No. ___________________________ Fax No. _______________________

Email Address: ______________________________ FEIN No. ____________

Prompt Payment Terms: ____% _____ days net _____ days

**"By signing this document the awarded Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"** *(Please see paragraph 1.2 H of General Terms and Conditions)*

Signature: ___________________________ (Signature of authorized agent)

Print Name: _______________________________ Title: _____________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL.

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

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Revised 7/29/2011
APPENDIX

AFFIDAVITS
FORMAL BIDS
**Miami-Dade County**  
**Procurement Management Division**  
**Affirmation of Vendor Affidavits**  

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

**Federal Employer**  
Contract No.:  
Identification Number (FEIN):

**Contract Title:**

---

**Affidavits and Legislation/ Governing Body**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 1. | **Miami-Dade County Ownership Disclosure**  
Sec. 2-8.1 of the County Code |
| 2. | **Miami-Dade County Employment Disclosure**  
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 County Disability Non-Discrimination**  
Article 1, Section 2-8.1.5 Resolution R182-00 amending R-305-95 |
| 5. | **Miami-Dade County Debarment Disclosure**  
Section 10.38 of the County Code |
| 6. | **Miami-Dade County Vendor Obligation to County**  
Section 2-8.1 of the County Code |
| 7. | **Miami-Dade County Code of Business Ethics**  
Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (g) and (j) 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**  
Article V of Chapter 11 of the County Code |
| 9. | **Miami-Dade County Living Wage**  
Section 2-8.9 of the County Code |
| 10. | **Miami-Dade County Domestic Leave and Reporting**  
Article 6, Section 11A-69 11A-67 of the County Code |

---

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

---

**Notary Public Information**

Notary Public – State of  
County of  
Subscribed and sworn to (or affirmed) before me this day of,  
20  
by  
He or she is personally known to me  
or has produced identification  
Type of identification produced  
Signature of Notary Public  
Serial Number  
Print or Stamp of Notary Public  
Expiration Date  
Notary Public Seal
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

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

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

____________________________  ____________________
Signature                        Date
In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>M</td>
<td>F</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>M</td>
<td>F</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
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<tr>
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<td>M</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>M</td>
<td>F</td>
</tr>
</tbody>
</table>

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User Department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

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

Signature of Bidder/Respondent

Print Name

Print Title

Date

Page 3 of 3

Revised 2/11/11
Walters, Vivian (RER)

From: Webb, Robin (ISD)
Sent: Thursday, July 26, 2012 9:37 AM
To: Walters, Vivian (RER)
Subject: FW: Project No. RQPM1200033 Testing of Various Fire Apparatus
Attachments: SBD_Contract_Project.Measure_Analysis.doc; 5439_Final_ITB_7.26.12.docx

Good morning Vivian,

I know you reviewed and provided a recommendation on this project back in December (under same req#), but I am now preparing to advertise this bid (after working out some minor details) and I know if it has been more than 6 months, SBD is supposed to review it again. Nothing has changed with the scope of the bid, but could you please review again so I can be compliant? If you have any questions, give me a call.

From: Webb, Robin (ISD)
Sent: Wednesday, December 14, 2011 4:51 PM
To: Walters, Vivian (SPEE)
Subject: FW: Project No. RQPM1200033 Testing of Various Fire Apparatus

I’m sorry Vivian, I forgot to attach the bid draft.

From: Webb, Robin (ISD)
Sent: Wednesday, December 14, 2011 3:47 PM
To: Walters, Vivian (SPEE)
Subject: Project No. RQPM1200033 Testing of Various Fire Apparatus

Good afternoon Vivian,

Attached please find SBD input document for the above referenced project. PM recommendation is an SBE bid preference. Please advise.

Thanks,
Robin Webb, CPPB
Procurement Contracting Officer 1
Miami-Dade County Internal Services Department
Procurement Management
111 N.W. 1st Street 13th Floor Miami, FL 33128-1974
(305) 375-4356 Phone (305) 375-4407 Fax
drobin@miamidade.gov
"Delivering Excellence Every Day"

CPPB
CERTIFIED PROFESSIONAL PUBLIC BUYER

1
Small Business Development Division
Project Worksheet

Project/Contract Title: TESTING OF VARIOUS FIRE APPARATUS
Project/Contract No: RQPM1200033
Department: MIAMI DADE FIRE RESCUE
Estimated Cost of Project/Bid: $250,000.00
Description of Project/Bid: To establish a contract for the purchase of testing and certification services for aerial devices and ground ladders for the Miami-Dade Fire Rescue Department.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Program</th>
<th>Goal Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Preference</td>
<td>SBE</td>
<td></td>
</tr>
</tbody>
</table>

**Reasons for Recommendation**

BID PREFERENCE

This project meets all the criteria set forth in I.O. #3-41.

(There are no SBE firms certified in the required Commodity Code).

Commodity Code: 065-05 - Aerial Ladders and Towers (including Buckets for personnel)

<table>
<thead>
<tr>
<th>Subtrade</th>
<th>Cat.</th>
<th>Estimated Value</th>
<th>% of Items to Base Bid</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X]

*Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.*

**REVIEW RECOMMENDATION**

Tier 1 Set Aside ______________________________ Tier 2 Set Aside ______________________________

Set Aside Level 1 ______________________________ Level 2 ______________________________ Level 3 ______________________________

Trade Set Aside (MCC) ______________________________ Goal ______________________________ Bid Preference [X]

No Measure ______________________________ Deferred ______________________________ Selection Factor ______________________________

County Mayor / Designee

Date 12/14/11