



**BID NO.: 3881-5/16**

**OPENING: 2:00 P.M.  
WEDNESDAY  
September 9, 2006**

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**BODY WORK REPAIR (COLLISION DAMAGE) REFURBISHMENT AND  
PAINTING, PRE-QUALIFICATION.**

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

- BID DEPOSIT AND PERFORMANCE BOND:** ..... N/A
- CATALOGUE AND LISTS:**..... N/A
- CERTIFICATE OF COMPETENCY:** ..... N/A
- EQUIPMENT LIST:**..... N/A
- EXPEDITED PURCHASING PROGRAM (EPP)** ..... N/A
- INDEMNIFICATION/INSURANCE:**..... SEE SECTION 2.0, PARA. 2.11
- LIVING WAGE:** ..... N/A
- PRE-BID CONFERENCE/WALK-THRU:**..... N/A
- MEASURES:**..... SEE SECTION 2.0, PARA. 2.2
- SAMPLES/INFORMATION SHEETS:** ..... N/A
- SECTION 3 – MDHA:**..... N/A
- SITE VISIT/AFFIDAVIT:**..... SEE SECTION 2.0, PARA. 3.8
- USER ACCESS PROGRAM:**..... SEE SECTION 2.0, PARA. 2.21
- WRITTEN WARRANTY:**..... SEE SECTION 2.0, PARA. 2.19

**FOR INFORMATION CONTACT:**

**Diane LeRay, CPPB at 305-375-5330, or at leray@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

N/A

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 26 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 26 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 3881-5/16-OTR**

**Title: BODY WORK REPAIR (COLLISION DAMAGE) REFURBISHMENT AND PAINTING,  
PRE-QUALIFICATION**

**Sr. Procurement Contracting Agent: Diane LeRay, CPPB**

**Bids will be accepted until 2:00 p.m. on September 6, 2006**

**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: Each Bid submitted to the Department of Procurement Management 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 three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.**

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**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 VENDOR RESPONDING TO THIS  
SOLICITATION**

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**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

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

**Enrolled Vendor** – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**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 in to business agreements with the County.

**For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidadegov> and click on "Business".**

**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 mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidadegov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged 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.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**C. PUBLIC ENTITY CRIMES**

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

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidadegov](mailto:clerkbcc@miamidadegov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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- 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. 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.
  3. 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 written a letter received by the DPM Bids and Contracts Division 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 Manager, 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.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
  - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
  - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
  - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
  - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
  - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
  - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
  - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
  - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
  - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
  - 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

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appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- II.** 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 Bids and Contracts Division will decide all tie Bids.
- J.** Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

**1.6. CONTRACT EXTENSION**

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

**1.7. WARRANTY**

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

**1.8. ESTIMATED QUANTITIES**

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

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE**

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

- 1. a business that has a valid occupational license, 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 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

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

**1.12. BID PROTEST**

- A.** 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.
- B.** To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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.

- C.** For award recommendations greater than \$100,000 the following shall apply:  
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

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and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

**1.13. RULES, REGULATIONS AND LICENSES**

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

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**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 foregoing 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**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

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

**1.24. FRAUD AND MISREPRESENTATION**

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

**1.25. ACCESS TO RECORDS**

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

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

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(c)(8) 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**

Bidders 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 bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder 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 shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid 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;

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.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX**

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

**1.31 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 Manager 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**

**BODY WORK REPAIR (COLLISION DAMAGE)**  
**REFURBISHMENT AND PAINTING**

**2.1 PURPOSE: TO PRE-QUALIFY BIDDERS**

The purpose of this Invitation to Bid (ITB) is to pre-qualify potential bidders for future bidding through the submission of documents and forms which verify to the County that the bidder meets or exceeds minimum requirements. Those bidders who meet or exceed the requirements established in this ITB shall be placed on a Pre-Qualification List that may be accessed by various County departments to obtain price quotations for the provision of Body Work Repair (Collision Damage) Refurbishment and Painting, as needed, when needed.

**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 contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) 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 Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

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 INTENTIONALLY OMITTED**

**2.4 TERM OF CONTRACT: SIXTY (60) MONTHS**

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 Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty (60) month period.

**2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEAR(S): (Maintain Same Prices)**

The initial contract prices resultant from this solicitation shall prevail for a five (5) year period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) year(s) period. The vendor shall maintain, for the entirety of the stated additional

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

period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall effect that vendor's eligibility for future contracts.

**NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.**

2.6 **METHOD OF AWARD: PRE-QUALIFIED BIDDERS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES**

Approved bidders will be placed on a "Pre-qualified Bidders List" which will be accessed by the various County departments, as needed, to obtain spot market quotations.

When a need is identified by a County department, pre-qualified bidders shall receive notification for a quotation, review the written specifications regarding the work to be accomplished, inspect the vehicle to be worked upon, and offer an itemized price based on their labor rate and the materials to be provided. It will be the County department's prerogative to contact the pre-qualified bidders to request a quotation as outlined in Section 2.0, para. 2.31. The pre-qualified bidders may participate in periodic work assignments that are identified by the County on an as-needed when needed basis. The vendor then presenting the quotation awarded in accordance with Section 3.0 para. 2.35 shall be awarded that specific work assignment. The award to one vendor for a specific work assignment does not preclude the remaining pre-qualified vendors from submitting quotations for future services.

It shall be the sole prerogative of the County as to the total amount of pre-qualified bidders on this contract. During the term of this contract, the County reserves the right to add pre-qualified bidders, or delete bidders as it deems necessary.

In addition to other County and contract requirements, all bidders shall meet or exceed the following and the requirements of Section 2.0, para. 2.43 to qualify for this contract:

- a. Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted services, who can provide pertinent information and who are cognizant of the industry and industry standards.

Your submittal must include a list of firm's key personnel, which must include no less than four (4) full time employees.

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

- b. The office shall be equipped with modern office equipment, a dedicated facsimile (FAX) machine, telephone, and internet contact abilities, to provide immediate technical support and expedite noticed quotations.
- c. Shall be engaged in the business of providing automotive collision body, paint, and repair services.
- d. Provide all the information required in Section 4 of this solicitation.
- e. Vendor shall not have any unresolved performance issues with the County. The vendor's performance as a prime Contractor or Sub-contractor with previous County contracts shall be taken into consideration at the evaluation of the vendor's submittal for this solicitation.

County departments may be surveyed during the bid evaluation period to ascertain that the bidder does not have any unresolved unsatisfactory performance issues. Miami-Dade County reserves the right to reject the vendor's submittal based on its assessment of the bidder's performance.

Vendors submitting bids for Group 1 Pre-qualification must be in compliance with the above mentioned criteria to include the following:

- ☐ Have a facility with a minimum size of 3,750 square feet which will allow four (4) standard size\* vehicles to be worked on completely inside.
- ☐ The facility shall provide security in the form of a fenced, locked lot, or the inside of a secure building, for no less than six (6) standard sized\* vehicles simultaneously.
- ☐ The facility must be equipped with frame and uni-body, and front end measuring and alignment equipment, a color-matching computer, air bag test equipment, a DERM approved spray booth of appropriate size to include sufficient walk around room when spray booth is closed and large enough to accommodate all Group 1 vehicles, proper welding equipment (Gas/Arc) and sandblasting capability.

\*Note: For the purposes of this solicitation, a standard size vehicle will be defined as a Ford Crown Victoria.

Vendors submitting bids for Group 2 Pre-qualification must be in compliance with the above mentioned to include the following:

- ☐ Have a facility with a minimum size of 3,750 square feet which will allow a refuse packer 35 feet long, 12 ½' high x 9 ½' wide or a trailer 42' long x 12 ½' high x 8' wide to be worked on completely inside.

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

- ▣ The facility shall provide security in the form of a fenced, locked lot, or the inside of a secure building, for at least one (1) refuse packer and one (1) trailer sized vehicle simultaneously.
- ▣ The facility must be equipped with frame and uni-body, and front end measuring and alignment equipment, a color-matching computer, an air bag test equipment, a DERM approved spray booth of appropriate size to include sufficient walk around room when spray booth is closed and large enough to accommodate a refuse packer or a trailer, sized as noted above non-simultaneously, proper welding equipment (Gas/Arc) and sandblasting capability.

2.6.1 This contract shall be closed for pre-qualification of additional bidders for a period of one (1) month from the implementation date in order to establish the contract. After that time, new bidders may make application to be wait listed for award under this contract. To qualify for wait listing, the potential bidder shall be a vendor in good standing with the County and meet the group or groups criteria established in Section 2.0 para. 2.6.

2.6.2 The County reserves the right to approve pre-qualification criteria for any or all bidders presently approved under Bid No. 3881-4/06 provided any additional criteria listed in this solicitation is satisfied within ninety (90) days of award.

2.7 **PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS:**

If the vendor is awarded a contract under this solicitation, the prices offered by the vendor shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications" and Section 2.0, para. 2.34 and 2.35

2.8 **INSPECTION OF VEHICLE(S) AT VARIOUS SITES (RECOMMENDED)**

Prior to submitting a quotation and in conjunction with Section 2.0 para. 2.29 – 2.38, and Section 3, it is required that the vendor inspect the vehicle to be worked upon (see Section 2.0, para. 2.42) to become familiar with the vehicles and its materials and labor requirement. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation for vehicle inspection appointment and scheduling, contact County representative Robert Julian at 305-468-2518.. **NOTE: Pursuant to Section 1.11.1 (t) “Cone of Silence” of the County Code, under no circumstances should the above identified contact person be contacted for any other reason other than the stated.**

2.9 INTENTIONALLY OMITTED

2.10 INTENTIONALLY OMITTED

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

**2.11 INDEMNIFICATION AND INSURANCE (2) - TOWING AND AUTOMOTIVE REPAIR SERVICES**

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 vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and Contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Garage Liability Insurance including Garage Keepers Legal Liability 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

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

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.

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

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

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

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of this solicitation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.0, paragraph 1.10B of this solicitation.

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

2.12 INTENTIONALLY OMITTED

2.13 INTENTIONALLY OMITTED

2.14 INTENTIONALLY OMITTED

2.15 **METHOD OF PAYMENT: MONTHLY INVOICES AND ITEMIZED INVOICES FOR EMERGENCY WORK**

A. GSA/Fleet Management Division:

The successful vendor shall submit an invoice with each completed job at the time the said job is redelivered to the County. Invoices will be directed to the attention of the shop facility supervisor that assigned the work.

B. Other County Agencies:

The successful Bidder(s) 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 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. 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

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

III. Pricing Information:

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

VI. Failure to Comply:

2.16 INTENTIONALLY OMITTED

2.17 INTENTIONALLY OMITTED

2.18 INTENTIONALLY OMITTED

2.19 **GUARANTEE REQUIREMENTS**

All labor, materials, supplies, paints, parts, etc. supplied by the awarded bidders shall conform to the requirements of Section 2.0 para. 2.30 and shall be covered by a one year unconditional guarantee in addition to guarantee listed below:

2.19.1 All collision damage repairs or refurbishment work, including paint, shall be guaranteed for one (1) year against cracking, peeling, fading, or not maintaining OEM quality, chipping, rusting fillers coming loose, and other defects in materials or workmanship. Any such repairs, work, paint, or material becoming defective shall be redone to Miami-Dade County’s satisfaction at no charge.

2.19.2 Refusal of the vendor to honor the above guarantee, when requested, shall be considered justifiable grounds for irrevocable termination of the pre-qualified status of that bidder.

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

2.20 **CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Diane LeRay, CPPB, at (305) 375-5330 email – [leray@miamidade.gov](mailto:leray@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 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.

**SECTION 2**  
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**Vendor Compliance**

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

**2.22 ADDITIONAL FACILITIES MAY BE ADDED FOR INSPECTION**

Although this solicitation and resultant contract identifies specific facilities which may have vehicles to inspect for quotations (see Section 2.0 para. 2.42), it is hereby agreed and understood that any other County facility may be added to this contract for vehicle inspections at the option of the County.

**2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the requirements of Section 2.0 para. 2.30 and guarantee requirements of Section 2.0, para. 2.19 regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the vendor by the County's project administrator, who shall confirm all such reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**2.24 DELETION OF FACILITIES FOR INSPECTION**

Although this solicitation and resultant contract identifies specific facilities which may have vehicles to inspect for quotations (see Section 2.0, para, 2.42), it is hereby agreed and understood that any County facility vehicle inspection site may be deleted at the option of the County.

**2.25 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), or in the statement of work required for the vehicles to be quoted upon, the vendor 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

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

be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.26 LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**2.27 COMPLIANCE WITH ACCEPTED 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), the National Fire Protection Association (NFPA), American National Standards Institute (ANSI) and American Society of Engineers (ASE). All work performed will be of the highest quality so as to assure that the finished job conforms to OEM standards.

**2.28 SERVICE FACILITIES SHALL BE PROVIDED BY BIDDER IN MIAMI-DADE AND BROWARD COUNTIES**

Bids will only be accepted from bidders which have both office and service facilities located in Miami-Dade, or Broward Counties) which can provide the needed parts, supplies, services and repairs.

**2.29 QUOTATION REQUESTS IDENTIFIED BY THE COUNTY**

All quotation requests during the contract period will be on an "as needed" basis, complying with notification requirements as stated in Section 2.0 para. 2.31. Bidder shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

**2.30 REPAIR STANDARDS**

As no two (2) contractors perform their work just alike, they may not see damage to a vehicle in the same degree, causing their quotations of labor and parts to vary. However, the quality of the finished work shall equal all of the best standards of the collision repair industry as to preparation of metals for repair, primer, and paint standards and finished quality of repairs. The successful awarded bidder shall be required to consistently produce the best quality of work using modern facilities, methods, paints, and repair techniques performed by individuals knowledgeable and skilled in collision repairs so the repair(s) conform with the original body alignment and contours as well as matching

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

existing paint textures and colors in a manner consistent with Original Equipment Manufacturer (OEM) work quality.. Where collision damage has caused structural damage or frame/chassis misalignment of any nature, the successful bidder shall be required to align the frame using equipment currently used in the industry, with trained personnel, to factory new standard frame/chassis/unibody alignment.

**2.31 NOTIFICATION FOR A QUOTATION**

Notification shall be made in either or both of the following manners as deemed necessary by the facility supervisor assigning the work and the volume of work to be assigned by the location.

- A. Prearranged inspection for schedule i.e. Inspection every Monday and Thursday morning at 8:00 a.m.
- B. Notification for a quotation from a minimum of five (5) pre-qualified bidders on a rotational schedule.

**2.32 TIME LIMIT FOR MAKING INSPECTION**

Pre-qualified bidders shall make their inspection within the time designated after being notified of work to be inspected. Not making an inspection within the required time can cause the job to be awarded to the bidder meeting this requirement at the sole discretion of the Shop Supervisor.

**2.33 TIME LIMIT FOR RETURNING QUOTATIONS**

- A. Locations using prearranged inspection schedules will post or notify pre-qualified bidders of the required quotation return schedule. The schedule will require return no less than twenty-four (24) hours, or more than sixty (60) hours, from scheduled vehicle inspection, unless such return schedule is modified by the Shop Supervisor overseeing the quotations and repairs..
- B. When called for a quotation, pre-qualified bidders shall return their quotation using Miami-Dade County's "Estimate of Repair Cost" Form, or other appropriate form supplied by the County within the time limit designated, after being notified of work to be inspected. Failure of the pre-qualified bidder to submit the quotation within the time limit designated from notification will be considered "no quote" and the pre-qualified bidder will not be eligible for consideration of award of that repair. The time limit requirement may be waived in specific instances at the sole discretion of the shop supervisor when deemed in the best interest of Miami-Dade County.

**2.34 QUOTING VEHICLES**

- A. Labor Rate Per Hour

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

For the purpose of quoting work the pre-qualified bidders shall submit bid proposals to Miami-Dade County, itemizing costs and charges and giving their labor rate per hour.

**B. Fabrication Materials**

Miami-Dade County does not require that new materials be used, provided the used materials equal the materials used in the original vehicle, and match the original contours of the vehicle being repaired as to fit and alignment. The bidders shall take this into consideration when bidding on this type work. The pre-qualified bidders may bid new materials if they wish, but this decision will be left up to the bidders' professional judgment, remembering that all repairs must meet the guarantee (See Section 2.0 para. 2.19) requirements of these specifications and the standards in Section 2.0 para. 2.30.

Miami-Dade County, at its sole discretion, may furnish parts or materials to be used in the repair of quoted vehicles the County will identify at the time of the quote. The pre-qualified bidder shall furnish the labor (to be included with their quote) to properly install and finish the items supplied as well as any other parts, labor, supplies, etc. necessary to produce a finished job.

NOTE: Miami-Dade County reserves the right to specify product, types/brand names of parts and materials to be used in vehicle repairs when requesting quotes.

**C. SPECIALIZED VEHICLES AND EQUIPMENT**

Miami-Dade County reserves the right to have special vehicles repaired by other than pre-qualified bidders when the County believes its best interest will be served in that manner.

NOTE: Special vehicles shall be construed as custom fabricated vehicles such as: Fire Pumps, Bomb Disposal Vehicles, Rescue Ambulances, Command Centers, etc.

**2.35 AWARDING QUOTES**

Each job shall be quoted by the pre-qualified bidder after notification or at the scheduled time. Miami-Dade County shall furnish the bidder with appropriate forms for submittal of the quotation. Miami-Dade County shall give the bidders detailed descriptions of work to be performed and allowable days of "down time" to complete and return work.

The pre-qualified bidders shall state in their quote, in number of days, **the reasonable number of days it will take to repair the vehicles quoted on ("down time")**. This

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

“down time” in number of days, shall be included in writing on the appropriate form supplied by the County, and shall be a part of the quotation.

In addition to the price quoted, the Shop Supervisor shall use the bidder’s “down time” quote as well as the bidder’s past history of conforming to quoted “down time”, quality of finished work, history of additional costs and additional “down time” and current quantity of vehicles being repaired by quoting bidder in their decision to award the work. Miami-Dade County reserves the right to weigh different factors appropriately to the type of vehicle being quoted and its priority for being returned to County service at the sole discretion of the Shop Supervisor.

**2.36 AUTHORIZATION TO BEGIN WORK AFTER AWARD**

The Shop Supervisor shall review all written quotes and shall return a signed copy of the approved quotation to the bidder awarded the job. This shall be the authorization to pick up the vehicle and begin repairs. Vehicles not picked up the business day after award notification, will be deemed forfeited and re-awarded unless the pick up time has been specifically waived by the Shop Supervisor.

NOTE: If none of the quotes received are within the limit of days of allowable “down time”, the County reserves the right to waive its specified “down time” on that quote in lieu of the “down time” quoted by the awarded bidder.

**2.37 EXCEEDING “DOWN TIME”**

If the pre-qualified bidder exceeds the “down time” requirement quoted, Miami-Dade County reserves the right to have the vehicle returned to Miami-Dade County’s facility twenty-four (24) hours after the expiration of “down time”. The removal of the vehicle from the bidder’s facility and return to Miami-Dade County shall be at the expense of the awarded bidder. If this option is exercised by Miami-Dade County, Miami-Dade County’s only liability shall be to pay for work already performed.

**2.38 ADDITIONAL COST AND ADDITIONAL “DOWN TIME”**

The pre-qualified bidder, after being awarded work, shall notify the Shop Supervisor, (identified as the user departments authorized representative at a supervisory level) within forty-eight (48) hours of pickup of the awarded job, of any additional labor, parts cost, or “down time” that may be required to repair previously hidden damages. The pre-qualified bidder shall not perform, or bill for, any additional costs until they receive the Shop Supervisor’s prior approval. Should the Shop Supervisor not agree with the bidder’s projected charges or (“down time” for hidden repairs) Miami-Dade County may at its sole discretion, remove the vehicle from the bidder’s repair facility and have the vehicle re-quoted. Miami-Dade County’s only liability in this occurrence shall be for work already performed. Approved additional costs shall be itemized on an invoice, separate from the original quote and plainly labeled “hidden damages”. Work for

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

“hidden damages” is not authorized until such separate quote labeled “hidden damages” has been signed by the Shop Supervisor.

**2.39 WORK ACCEPTANCE**

The repaired equipment shall be inspected by the Shop Supervisor to determine acceptance of the work and compliance with work specifications and repair standards listed in Section 2.0, para. 2.30

**2.40 RANGE OF NON-SPECIALITY VEHICLES TO BE REPAIRED**

The successful bidder will be expected to perform the required to the following sample type vehicles. Pre-qualified bidders may bid one group or both as is appropriate to their operation, facilities, and ability to repair.

**GROUP I – LIGHT AND MEDIUM EQUIPMENT**

Passenger Cars  
Police Cars  
Station Wagons  
Jeep Type Vehicle both 2/4 Wheel Drive  
Pick up Trucks (up to and including 10,000 lbs. G.V.W.R.)  
Trucks up to five (5) ton (with/without special tailgate body assemblies)  
Vans (Passenger/Cargo up to and including 10,000 lbs. G.V.W.R.)  
Buses (School Bus Type up to and including 10,000 lbs. G.V.W.R.)  
Utility Trailers (up to and including 10,000 lbs.)  
Other Similar Equipment up to and including 10,000 lbs. G.V.W.R.

**GROUP 2 – HEAVY EQUIPMENT**

Vans (over 10,000 lbs. G.V.W.R.)  
Buses (School Bus type over 10,000 lbs. G.V.W.R.)  
Sanitation Trucks  
Trash Trucks  
Truck Tractors  
Truck Trailers  
Semi Trailers  
Assorted Utility Trailers (over 10,000 lbs. G.V.W.R.)  
Dump Truck (Flat bed and others)  
Hydro Cranes  
Other Similar Heavy Equipment (on road)  
Construction Equipment  
Other Off Road Heavy Equipment  
Other vehicles over 10,000 lbs. G.V.W.R.

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

2.41 **PICK UP AND DELIVERY OF VEHICLES**

The awarded bidder is responsible for the safe transport of the vehicle to be repaired from Miami-Dade County’s facilities to the repair location.

The bidder shall return the repaired vehicle to the Miami-Dade County facility from which the work was generated, not more than twenty-four (24) hours after completion of the awarded work, unless directed otherwise by the Shop Supervisor.

NOTE: The Shop Supervisor may waive the pickup and delivery requirements for Group 1 or Group 2 vehicles on a case by case basis, at his sole discretion, when it is to be in the best interest of the County.

2.42 **SHOP LOCATIONS**

Miami-Dade County has many facilities and divisions which may call/arrange for collision repair damage quotes. The pre-qualified bidders on this contract are encouraged to familiarize themselves with County operations and locations prior to placing their pre-qualification request. Several SAMPLE locations are listed below:

**GSA/FLEET MANAGEMENT:**

- Shop 1 701 N.W. 25<sup>th</sup> Street
- Shop 2 6100 S.W. 87<sup>th</sup> Avenue
- Shop 3 8801 N.W. 58<sup>th</sup> Street

NOTE: At present the Fleet Management Division has centralized work to be performed under this contract at the Shop 3 location listed above. Present volume is approximately 20-25 vehicles weekly although no guarantee as to quantities or dollar value of repairs are expressed or implied herein.

**PARKS AND RECREATION**

- South 22200 S.W. 137<sup>th</sup> Avenue
- North 200 West 74<sup>th</sup> Place (Hialeah)
- Kendall 11395 S.W. 79<sup>th</sup> Street

**AVIATION**

Mobile Shop, Miami International Airport, Building 2083  
6750 N.W. 19<sup>th</sup> Street

**MIAMI-DADE WATER AND SEWER**

South Miami Heights – 20900 S.W. 117<sup>th</sup> Avenue

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

**MIAMI-DADE TRANSIT**

Metrobus Northeast Division	360 N.E. 185 <sup>th</sup> Street
Metrobus Central O & I Garage	3300 N.W. 32 <sup>nd</sup> Avenue (West end of the yard)
Metrobus Support Services Garage	3300 N.W. 32 <sup>nd</sup> Avenue (East end of the yard)
Metrobus Coral Way Division	2700 S.W. 72 <sup>nd</sup> Avenue

**MIAMI-DADE FIRE**

Fire Shop	6100 S.W. 87 <sup>th</sup> Avenue
Station 13	6000 S.W. 87 <sup>th</sup> Avenue

NOTE: Other County agencies may access this contract, therefore the above listing should not be considered all inclusive.

**2.43 COMPETENCY REQUIREMENTS FOR MOBILE EQUIPMENT PARTS AND SERVICE SUPPLIERS**

The County may conduct a pre-award site inspection or hold a pre-award qualification hearing to determine if the bidder is capable of performing the contract if awarded. As part of the determination of the bidders suitability for award, the following criteria will be considered.

1. Bids will only be considered from firms who are regularly engaged in the business of providing the goods and/or services required by this solicitation, in the quantity needed. The bidder must be able to demonstrate a good record of performance and have sufficient financial resources, facilities, service equipment, employees and organization to ensure that they can satisfactorily provide to the County the goods and/or services required herein. The terms “sufficient financial resources, facilities, service equipment, employees and organization” shall additionally be construed to mean a fully equipped and well-established company in line with the best practices used in the industry.
2. The County may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the bidder, including past performance and the bidders record of satisfactorily completing prior awards with the County, or any other governmental or private entity in determining competency for award consideration.
3. Award consideration will not be afforded any bidder whose business is not domiciled within Miami-Dade or Broward counties or does not have a commercial building location with a matching current Occupational License.

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

**BODY WORK REPAIR (COLLISION DAMAGE)**  
**REFURBISHMENT AND PAINTING**

3.1 **SCOPE:**

This is a pre-qualification bid set forth to identify bidders to perform body work repair (collision damage) refurbishment and painting to the County's automotive Fleet as stipulated in Section 2.0 of this Invitation to Bid.

3.2 **SAMPLE DESCRIPTION OF REQUIRED REPAIRS**

The following is a sample listing of the types of repair services required including but not limited to the following repairs and repair practices, and supplying materials as required.

- 3.2.1 Mask, protect, or remove all chrome, glass, lighting equipment, and any other vehicle components or accessories that could be damaged while making repairs.
- 3.2.2 Protect mechanical, hydraulic, or any attached lifting, hoisting, or other devices that could be damaged while making repairs to the vehicle.
- 3.2.3 Make all necessary adjustments; align doors, hood decks, trunks, fenders, or other body components such as hinges, latches, etc. that are not damaged but would require such labor to produce a finished job.
- 3.2.4 Align frame when structural or other damage has affected the alignment of same.
- 3.2.5 Align front and/or rear ends (caster, clamber, and toe-in, etc.) when collision damage has affected them.
- 3.2.6 Remove and replace all items furnished by Miami-Dade County as part of or supplemental to the collision repairs.
- 3.2.7 Reapply rust proofing and undercoating in any repaired areas which originally had this type of protection.
- 3.2.8 Recover seat(s), arm rest(s), headliner, etc. if so requested by Shop Supervisor originating the work.
- 3.2.9 Where applicable, reset and/or repair or restore any active or passive restraint systems such as seat and shoulder harnesses, air bag systems and/or ABS braking systems to fully functional OEM new equipment factory standards.
- 3.2.10 Provide quotes on general refurbishment as requested.

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

- 3.2.11 The County reserves the right to refuse award of any work quoted if deemed in its best interest.
- 3.2.12 The County reserves the right to do any portion, or all of the work available under this contract itself.

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

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**September 6, 2006**  
**BID NO.: 3881-5/16-OTR**



**INVITATION TO BID**  
**SECTION 4**  
**BID SUBMITTAL FORM**

PLEASE QUOTE PRICES F.O.B. DESTINATION, 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.

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Issued by:	DPM Purchasing Division	Date Issued:	This Bid Submittal Consists of Pages 20 through 26
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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 DPM, Purchasing Division, Vendor Assistance section 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.

**BODY WORK REPAIR (COLLISION DAMAGE) REFURBISHMENT  
AND PAINTING, PRE-QUALIFICATION.**

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

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

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>928-19</b>	
SR. PROCUREMENT AGENT: Diane LeRay	

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

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES ONLY**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 26 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 26 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:  
BODY WORK REPAIR (COLLISION DAMAGE)  
REFURBISHMENT AND PAINTING**

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

**We, the bidder/vendor intend to provide services as stated below in accordance with the Terms and Conditions, and Technical Specifications herein:**

**PLEASE CHECK THE APPROPRIATE SELECTION(S)**

**GROUP 1 – LIGHT AND MEDIUM EQUIPMENT**

As per Section 2.0 para. 2.40

\_\_\_\_\_ Yes, I wish to Participate

\_\_\_\_\_ No, I do not wish to Participate.

**GROUP 2 VEHICLES – HEAVY EQUIPMENT**

As per Section 2.0 para. 2.40

\_\_\_\_\_ Yes, I wish to Participate

\_\_\_\_\_ No, I do not wish to Participate.

**BID SUBMITTAL FOR:  
BODY WORK REPAIR (COLLISION DAMAGE)  
REFURBISHMENT AND PAINTING**

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

**CHECKLIST FOR REQUIRED ATTACHMENTS:**

**This checklist must be completed by all bidders.**

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

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.a.	Provide complete office address: _____ _____	_____
Paragraph 2.6.a.	Attach a list of your firm’s key personnel four (4) or more, including their roles and contact information.	_____
Paragraph 2.6.b.	Enter your firm’s dedicated facsimile (FAX) machine number, including area code: Fax No. _____ <u>Telephone No.:</u> _____ <u>E-mail address:</u> _____	_____

**BID SUBMITTAL FOR:  
BODY WORK REPAIR (COLLISION DAMAGE)  
REFURBISHMENT AND PAINTING**

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

**CHECKLIST TO DETERMINE COMPLIANCE**

**Vendors submitting bids for Group 1 Pre-qualification must be in compliance with the following:**

Paragraph 2.6	Do you have a facility with a minimum size of 3,750 square feet which will allow four (4) standard size* vehicles to be worked on completely inside?	_____ Yes _____ No
Paragraph 2.6	Do you have a facility with security in the form of a fenced, locked lot, or the inside of a secure building, for no less than six (6) standard sized* vehicles simultaneously?	_____ Yes _____ No
Paragraph 2.6	<ul style="list-style-type: none"> <li>➤ Does your facility have a DERM approved spray booth large enough to accommodate all Group 1 type vehicles which includes sufficient walk around room when spray booth is closed?</li> <li>➤ Is your facility equipped with frame, uni-body, and front-end measuring, and alignment equipment?</li> <li>➤ Is your facility equipped with color-matching computer?</li> <li>➤ Is your facility equipped with air-bag test equipment?</li> </ul> <p>*Note: For the purposes of this solicitation, a standard size vehicle will be defined as a Ford Crown Victoria Police Car.</p>	<p style="text-align: center;">_____ Yes _____ No</p>

**BID SUBMITTAL FOR:  
BODY WORK REPAIR (COLLISION DAMAGE)  
REFURBISHMENT AND PAINTING**

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

**CHECKLIST TO DETERMINE COMPLIANCE**

**Vendors submitting bids for Group 2 Pre-qualification must be in compliance with the following:**

Paragraph 2.6	Do you have a facility with a minimum size of 3,750 square feet which will allow a refuse packer 35 feet long, 12 ½' high x 9 ½' wide or a trailer 42' long x 12 ½' high x 8 wide to be worked on completely inside?	_____ Yes _____ No
Paragraph 2.6	Does your facility have security in the form of a fenced, locked lot, or the inside of a secure building, for no less than one (1) refuse packer and one (1) trailer sized vehicle simultaneously?	_____ Yes _____ No
Paragraph 2.6	<ul style="list-style-type: none"> <li>➤ Does your facility have a DERM approved spray booth large enough to accommodate a refuse packer and a trailer, sized as noted above, which includes sufficient room when spray booth is closed?</li> <li>➤ Is your facility equipped with frame, uni-body, and front-end measuring, and alignment equipment?</li> <li>➤ Is your facility equipped with color-matching computer?</li> <li>➤ Is your facility equipped with air-bag test equipment?</li> </ul>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>

**SECTION 4  
 BID SUBMITTAL FOR:  
 BODY WORK REPAIR (COLLISION DAMAGE)  
 REFURBISHMENT AND PAINTING  
 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 SUBMITTAL FORM

.Bid Title: BODY WORK REPAIR (COLLISION DAMAGE) REFURBISHMENT AND PAINTING

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 Section 2-8.6, 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 entering into a contract with or receiving funding from the County.

Place a check mark here to affirm compliance with this disclosure requirement.

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. Vendor 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?
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?

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is, or is not, a local business. 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. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.

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)

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

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Failure to sign this page shall render your Bid non-responsive.



# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS**

▪ **DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

▪ **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

▪ **MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

▪ **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS ON PAGES 1 AND 2

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: Signature of Affiant Date 20 Printed Name of Affiant and Title Federal Employer Identification Number Printed Name of Firm Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this day of , 20

He/She is personally known to me or has presented as identification. Type of identification

Signature of Notary Serial Number Print or Stamp Name of Notary Expiration Date

Notary Public – State of

Notary Seal

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_/\_\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT  
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)**

I, being duly first sworn, hereby state that the bidder of this contract:

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

- a \_\_\_\_\_ corporation
- partnership
- joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number  
/ / - / / / / / / / /

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal



SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

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

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

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

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

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

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date  
FORM 100

